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The Solicitors' Journal.

LONDON JUNE 15, 1867.

SEVERAL OF OUR DAILY CONTEMPORARIES have given currency to a rumour that Vice-Chancellor Stuart and Vice-Chancellor Wood are about to retire from the bench of equity judges.

The facts are that Sir John Stuart became a Vice-Chancellor in September, 1852, in the room of Sir James Parker, and Sir William Page Wood was appointed in January, 1853, to the Vice-Chancellorship vacated by Sir Geo. Turner on his elevation to the Court of Appeal in Chancery.

In September and January next, therefore, Vice-Chancellors Stuart and Wood will respectively have completed their several terms of fifteen years judicial service, and will consequently have earned their retiring pension. It is generally thought in the profession that Sir John Stuart will retire immediately on the completion of this term, but we are not aware that with reference to Sir W. P. Wood the rumour above mentioned has any foundation other than the fact that in January next his Honour may, if he pleases, retire upon his pension.

WE PRINT ELSEWHERE petitions presented to the House of Commons by the Incorporated Law Society, and a number of common law counsel respectively, against the Admiralty Jurisdiction Bill. It will be observed that though the petitions differ in many respects, they are in perfect accord in the expression of a strong objection to the perpetuation of courts of limited jurisdiction (limited, that is, not in amount, but in nature), which was one of the principal objections which we lately urged against the Lord Chancellor's Civil Law Court Bill. We confess that we by no means agree with the whole of either petition, and we desire particularly to dissent from the opinion expressed by the Incorporated Law Society against the employment of paid assessors, which seem to us a far more satisfactory tribunal than any special jury can be in the determination of cases depending in a great degree upon the evidence of experts; a description which embraces a large class of the cases now heard in the Court of Admiralty (we say nothing as to the new jurisdiction proposed to be conferred on it by this bill). In one suggestion of the petitions we cordially agree, viz., that a complete revision of our whole judicial system is exceedingly desirable, and that no measure which might tend to retard that result ought to be looked upon with favour. Let it be clearly understood that the aim of all legislation on procedure ought to be to distinguish the jurisdiction of different courts, not by the subject-matter of the suit or action, still less by the remedy desired, but by the nature of the procedure which may be appropriate to the case, and that every court ought to have, as soon as may be, jurisdiction to entertain every claim and afford every remedy known to the law, provided only the proceedings were rightly applicable to the case; and with this principle in view (and we maintain that this is the only way in which the two objects of "fusion of jurisdiction" on the one hand, and "simplicity of procedure" on the

other, can be rightly attained), there will be but little if any difficulty in determining whether any partial change (however apparently an improvement) is or not "a step in the right direction."

AS TIME ADVANCES the pending appeal to the House of Lords in the Overend and Gurney case becomes a matter of more and more interest, and the deciders of the Courts, especially of course those delivered by members of the House of Lords are eagerly perused and scanned, for indications of the light in which the House of Lords may be expected to view this great case. The decision in *Kisch v. The Central Railway Company of Venezuela* did not involve the creditor versus shareholder contention, and therefore throws no light on the Overend and Gurney appeal. Two subsequent decisions, however, are more apropos, we mean the decision of the House of Lords in *The Western Bank of Scotland v. Addie* (reported *Supra*, p. 698) and the recent decision of the Lords Justices in *Re the Reese Silver Mining Company (Smith's case)*. In the former case Lord Chelmsford (Lord Cranworth, Lord Colonsay and Lord Romilly) concurring. So far therefore this case affords a very evil augury for the Overend and Gurney shareholders. In the *Reese River Company's case* (which is briefly reported in another column) the Lords Justices both thought that material misrepresentation had been proved, and that the applicant had made his application in time, but Lord Cairns, and this is very material, added some observations to the following effect:—"It had been contended that Mr. Smith could not now be relieved, because the rights of creditors had intervened. There could be no doubt that, in the case of a partnership or an unincorporated company, it would be no answer to the creditors if the partner or shareholder were to say that he had been induced to join the partnership by fraud. But in companies formed under the companies Act, 1862, there was no contract between the shareholders and the creditors, the contract was with the company only. . . . Creditors, in contracting with these companies, must run the risk that the shareholders whose names appeared on the register, might, by reason of their names having been placed there by means of a contract void in law, have the right to be taken off the register if they came to the court in proper time." At first sight this appears strictly in favour of the Overend and Gurney shareholders, and at variance with the ruling in the *Western Bank of Scotland case*. A little reflection, however, will show that there is really a distinction between the latter case and the *Reese Silver Mining Company's case*. In the former case the company had begun winding-up before Mr. Addie commenced his proceedings. In the latter case Mr. Smith, some time before the commencement of the winding-up, filed a bill praying to be removed from the register. Vice-Chancellor Wood granted an injunction against calls, and very shortly afterwards a winding-up order was made by the Master of the Rolls, who subsequently refused to allow Mr. Smith to go on with his suit, and a summons being taken out by Mr. Smith to have his name struck off the register, the Master of the Rolls dismissed it, on the ground that in his opinion material misrepresentation had not been shown. There is thus this important distinction between the two cases, that in the case before the House of Lords the applicant did not commence his proceedings until after a winding-up order had been made, while in the recent case before the Lords Justices he was in the field some time before the commencement of the winding-up. When this distinction is borne in mind, the observations of Lord Cairns in the latter case are entirely reconcilable with the decision of the House of Lords in the *Western Bank of Scotland case*. We may observe, for those whom it may concern, that in the *Overend & Gurney case* the winding-up had commenced before the shareholders made their applications to the Court.

A PARAGRAPH has recently appeared in the columns of a contemporary, apropos of the Marchioness of Bath having recently given birth to a twin son and daughter. A late M.P. for Ludlow (Mr. Botfield), it appears, devised certain large estates to his widow for her life, with remainder "to the second son of the Marquis of Bath." The paragraph continues:—

"At that time the Marquis had only one son, and consequently a curious question arose—in case the widow were to die—as to what would become of the estates and the accumulated rents between that decease and the death of the Marquis, seeing that until he were dead it would be possible that he might have a 'second son.' Even now a very awkward contingency may arise, and one not unlikely to give cause to some litigation hereafter. The Marquis may of course have three or four more sons. But this one just born—and the first in the reversion of the estates—may marry, and, having a family, may bring them up in expectation of his succeeding to the property. But if he should happen to die one single day before the decease of the testator's widow, his next brother, and not his children, would take his place in the reversion! That brother would then be the 'second son' of the Marquis of Bath; and as there was no second son at all born at the date of the will, it cannot, of course, be pleaded that any particular individual was intended to inherit. According to the terms of the clause, it is believed that whoever happens, at the decease of the widow, to be the second surviving son of the Marquis, will succeed to the property, and it is supposed that this was the intention of the testator, in order that the estates might pass—at least in the first instance—to an 'heir male,' whereas, had it been otherwise, an 'heirress' of the first in reversion might have become entitled to them. The property in question is supposed to be worth about fourteen thousand a-year."

Assuming the facts to be as above stated, we doubt whether the conclusion is correct that the remainder is a contingent one to the person who shall be second surviving son of the present Marquis at the time of Mr. Botfield's death. Several interpretations may be put on the devise, but we should incline to consider the estate as vested in the infant just born. There is not much doubt that he would not lose it by becoming the eldest son in the event of his elder brother dying in Mrs. Botfield's life; and we think it is an open question whether it would become divested on his own death during that period. Otherwise it might easily happen that at her death there might be no one *in esse* who could take, and the result would be—not that the rents and profits would be undisposed of, but that the devise would fail, unless some reason exists for treating it as an executory devise, which does not appear in the above statement. Of course there may be expressions in the will from which the testator's own meaning can be clearly discovered, but, unless this is so, we shall not be surprised to find that the devise will prove a beneficial one to the legal profession.

THE AMENDED REDISTRIBUTION SCHEME of the Government is now before the House, and on Monday evening will be considered in committee. We cannot help regretting that Serjeant Gaslee's proposal to totally disfranchise all boroughs under 5,000 population, was not more seriously entertained on the 3rd ult. Possibly, if such a proposal had been brought forward by some hon. member better possessing "the ear of the House" than the learned serjeant, a different conclusion might have been arrived at. The *Times* entertains a wonderful and, indeed, an unaccountable affection for the small boroughs, and insists that they are necessary in order to provide seats for able and useful men who would otherwise be left out of Parliament. If this were the class of men returned by the small corrupt boroughs (in which description we include all the small constituencies except pocket boroughs), it seems ridiculous to suppose that the larger constituencies would be less sensible of their merits. As a matter of fact, however, one strong objection to small boroughs is that being for the most part hopelessly corrupt, they are willing to return anyone, and so too often

become mere stepping-stones for *parvenus* who desire to buy their way into Parliament in order to attain a certain social position. If, however, the small boroughs are to be retained, we think they had better be kept by themselves, and not, by an extension of their boundaries, coupled with rural constituencies, as Captain Hayter proposed.

THE COLONEL OF THE MILITIA, whose march last week was attended by such disastrous consequences to pocket and limb, has addressed a letter to the *Times* upon the subject. The points insisted on by Colonel Wilson are (1) that he was not to blame for not notifying his route to the police; (2) that these roughs would make good soldiers, and ought to be enlisted. "Until the march out," he says, "I was not aware the roughs had got so much the upper hand." Here we think Colonel Wilson is right. Would anyone have supposed it possible, a month ago, that there could be the slightest chance of a body of highwaymen effecting a progress through the streets of London? With Colonel Wilson's second position we are not concerned; but we hardly understand on what principle he justifies to himself his non-interference. The matter comes simply to this: that the militia and their officers marched steadily on for several miles, while highway robberies were committed right and left of them without any attempt being made to interfere. It is well known that any one may take the law into his own hands, and use force to prevent the commission of a crime—none the less so if he happens to be a soldier. Colonel Wilson did tell off a guard "to protect the music." Could not the duties of this guard have been extended a little beyond the protection of the music?

SLADE v. SLADE.

The story of the Slade baronetcy will occupy a conspicuous position in any future "Book about Lawyers." We do not, however, now, intend to weary our readers by recapitulating its singular and romantic details, but shall content ourselves to-day with directing their attention to one or two of the more prominent points in the case. The sole question in dispute between the parties, when disentangled from the vast mass of evidence laid before the Court, was the validity of a marriage celebrated at Milan in the year 1825, between Miss Barbara Mostyn, a Roman Catholic young lady, and Mr. Carl von Koerber, a Lutheran officer in the Austrian army. Miss Mostyn had subsequently married the late Sir Frederic Slade in Mr. Von Koerber's lifetime, and this second marriage was of course worthless if the first marriage was good. Whether it was good or not depended chiefly on two considerations: first, the due publication of the banns, which are an essential portion of an Austrian marriage; and, secondly, on the competency of the priest who performed the ceremony.

It was admitted on the part of the plaintiff, General Slade, whose interest it was to sustain the Milanese marriage, and thus establish the illegitimacy of the defendant, Sir Alfred Slade, the eldest son of Sir Frederic, that the due publication of banns could not be proved, but it was contended that it should be presumed. The defendant acknowledged that in some cases the maxim "*omnia presumuntur rite esse acta*" might properly be applied to eke out defective proof of a marriage, but it could not, he said, be applied here because the evidence of the witnesses, and particularly of his mother, showed that the banns could not by any possibility have been duly published before the wedding took place. The Court, therefore, could not make a presumption positively at variance with the evidence. Now if Lady Slade's evidence was accurate, the defendant's contention on this point was no doubt correct. For the due publication of banns, a six weeks' residence before marriage in the parish where they are published is required by the Austrian code. According to Lady Slade, she was living at the time of her marriage in the parish of St. Babyls,

but she had not lived there for the required period. In this statement she was corroborated by other testimony, and the Chief Baron and Baron Martin regarded her version of the story as accurate. They accordingly held that there had been no due publication of banns in the parish of St. Babyla. Barons Bramwell and Pigott, on the other hand, were of opinion that there was not enough evidence in the case to rebut the presumption which would otherwise arise that all the preliminaries of the marriage had been duly complied with.

The second objection raised by the defendant was of a highly technical character. The parties were not married by the parish priest of St. Babyla, but by a military chaplain, named Nagy, to whom Miss Mostyn had been "dissolved" by that priest. The plaintiff argued that Nagy was competent to marry the parties in one of two ways. Conceding it to be the law of Austria that the only priest competent to marry two persons is the *curator animarum* of one or other of them, Nagy, it was said, was either the *curator animarum* of Koerber, because Koerber belonged to the military force at Milan; or he was the *curator animarum* of Miss Mostyn by virtue of the "dissolution" of the priest of the parish where she resided. Both these positions were contested by the defendant. Nagy was not, he argued, the *curator animarum* of Koerber, because Koerber was a Protestant, and had no Romish priest standing in that relation to him; or even if he had, it was the military chaplain at Gratz, to which town he had been transferred before the period of his marriage, and not the chaplain at Milan. Again, Nagy was not the *curator animarum* of the Miss Mostyn, because the "dissolution" was quite a different thing from a "delegation" by the priest of St. Babyla of his authority to marry his parishioners. With regard to this second point, Barons Bramwell and Pigott considered that Nagy was competent, whilst the Chief Baron and Baron Martin expressed much doubt on the subject. It was, however, unnecessary for the two latter judges to decide the point either way, as they held the Milanese marriage to be invalid, on the ground of the non-publication of banns.

The result of this judgment is, that Sir Alfred Slade, the defendant, remains in possession of his father's property and title. Whether the case is to be fought *à outrance* appears at present uncertain, but it is, we believe, not improbable that the plaintiff will retire from further litigation.

We must add one word as to a remark which fell from Baron Martin at the close of his judgment, to the effect that such a case ought to have been submitted to a jury, and not to a court of law. The learned Baron appears to have forgotten that it must sooner or later have come before the Court. If there had been a trial in Somersetshire, neither party would have been satisfied with the verdict of a jury of country gentlemen, however intelligent, on knotty points of foreign law. There would certainly have been a motion for a new trial, and then the whole evidence must have been investigated by a court at Westminster. No public time, therefore, would have been saved by a preliminary trial on the Western Circuit, whilst the already enormous cost of the suit would have been at least doubled.

PRE-PREFERENCE STOCKS.

In language more touching than is usual in a city paper, treating of "Pre-preference Stocks," the *Railway News* writes, "It will be a sad day for the railway property of the country when an Act shall be passed which sanctions a direct and, as we believe, uncalled for breach of faith towards existing holders of preference stocks." This dolefulness has been caused by a bill now before the House of Commons to enable the North British Company to adopt means for paying off liabilities which, according to a circular of their chairman, they cannot pay from their existing resources, and which the com-

mittee on the bill report to have a claim on the assets of the company prior to that of the preference shareholders. It is therefore proposed by the bill that new stock shall be created to take priority over the existing preference stock. The *Railway News* insists that it will be most disastrous, when confidence appears to be just beginning to revive in railway property, to issue a new stock on terms which involve a breach of faith with the present holders; and a correspondent declares that, if on faith of the directors' reports and statements of accounts, trustees, clergy, widows and orphans, and the general public invest in these guaranteed and preference stocks, it seems to him iniquitous and utterly destructive to any future confidence that there should exist power under any circumstances or in any way to alter the original classification and value of such stocks.

When the clergy, widows, and orphans, are drawn into an argument on moral justice, we begin to suspect an attack on something in us softer than mere reason. What is the faith on which preference shares are taken; what the confidence in which an investment on them is made?

It is patent that preference and ordinary shareholders are all partners in the undertaking. Its credits are the credits of all, and its debts the debts of all. The only difference between such a system of shareholders and a company consisting entirely of ordinary shareholders is that in the former, relatively to one another and under an internal arrangement, certain of the shareholders are, as their rights were defined by the Lords Justices in *Henry v. The Great Northern Railway Company*, 6 W.R. 86, entitled to receive their dividends at the stipulated rate, and for that purpose to have a charge on all accruing profits, before anything is divided among the ordinary shareholders. But with respect to its external liabilities the company is still a whole, and must meet those liabilities in the same manner as any other company which has no such internal regulation of interests. If, instead of issuing new shares or creating a new stock, the company contracted a loan to pay off its liabilities, the effect must fall on the preference shareholders to the extent of the interest on the loan, in other words, the interest would be prior to their dividend. The question whether the company ought to obtain power to raise money by loan or by shares has nothing to do with any contention of justice between different classes of the shareholders, but depends on considerations of commercial convenience according to the temper of the money market.

Trustees or others making investments in preference stocks or preference shares on behalf of persons under disability, certainly will do well to remember that the guarantee what it may, so long as it is internal to the company, they have no better security than partners, and are, therefore, always liable to be over-ridden by liabilities of the partnership, according to the provision which may happen to be made for satisfying those liabilities. This is a strong motive for caution, but it is no ground of complaint when the liabilities actually arise, and the trustees find their stock become second in the preference scale.

THE RAILWAY COMPANIES' BILL (AS AMENDED BY THE SELECT COMMITTEE).

This very important bill has issued from the hands of the Select Committee in a shape in which its original authors would hardly recognise it. It is, in fact, substantially a new measure, and that of a most sweeping character. As amended, it revolutionises the whole law of railways, in a manner contrasting somewhat curiously with the extremely mild and timid character of its original provisions. What may be done in the House of Lords is, of course, a matter of speculation, but should the bill in its present form find favour in their eyes, a very important addition will be made to the Statute Book, and a good deal of extra work will be thrown upon the Court of Chancery. Meanwhile, amid the din and clatter which attends

the progress of the Reform Bill, the present measure seem almost to escape observation.

The bill is divided into several parts, the first of which relates to the remedies of judgment creditors. It is provided that no judgment founded upon a contract entered into after the passing of the Act shall be enforceable by execution. Here, while existing rights are left untouched, future creditors are deprived at one blow of the right to seize a locomotive for a debt of £5, or to intercept a passenger train half way to its place of destination.

The substituted remedy given to the judgment creditor is to obtain the appointment of a receiver from the Court of Chancery; a course which is no doubt beneficial to the railway company and to the public, but which proportionately diminishes the security of creditors, who, instead of realising their debts at once by the sale of coal and coke and first-class carriages will, in future, be obliged to wait till the receiver has, "after due provision for the working expenses of the railway, and other proper outgoings," sufficient money in his hands to pay them. They will, moreover, instead of being indulged with a scramble for the assets of the company, as at present, be obliged to wait in patience till the law has made up its mind what they are to have; for the Court of Chancery is directed to distribute the money in the hands of the receiver "according to the rights and priorities of the persons for the time being interested therein."

The second part of the bill is a condensed form of the original scheme introduced into the House by Sir Stafford Northcote, and is open, we think, to many of the objections with which that proposal was met. It provides that when a company is unable to meet its engagements, the directors may file in the Court of Chancery what is termed a scheme of arrangement between the company and their creditors. Such scheme may or may not include provisions for altering the rights of the shareholders as among themselves, or for additional capital. If this scheme is assented to by all the different classes of shareholders and creditors, and by the Court, it is to have the effect of an Act of Parliament. For this purpose the assent of three-fourths in value of each class of creditors, or of guaranteed or preference shareholders, is to bind the remainder; and the assent of a majority in value of the ordinary shareholders binds the minority. We observe no provisions for the assent of trustees, &c., similar to those contained in the original bill of Sir S. Northcote. Such persons will therefore, as we presume, be found among the ranks of the dissentient.

We conjecture that these provisions are likely to be seldom put into force. To judge by past experience, a company seldom becomes insolvent without a good deal of bad blood being aroused in those concerned. In this case there is small probability of their agreeing to any arrangement which may be proposed. If the bill should pass, it is not easy to imagine that the directors of the London, Chatham, and Dover Railway Company will be able to introduce any scheme, which shall obtain the assent of the requisite majority of all the different classes of creditors and shareholders, who are interested in the line. And when it is remembered that the ranks of the dissentients will be swelled by all trustees and persons absent, ill, under disability, &c., the improbability of a majority of three-fourths in value being found to assent is enormously increased. In the next place, we cannot pass by without remark the anomalous and difficult position in which the Court of Chancery will be placed. Its approval is necessary to give effect to the scheme, but is not to be granted unless the Court considers the proposed arrangement "just and reasonable." How is the Court to come to a conclusion upon this point, in a case where a great number of complicated and conflicting interests are concerned? Upon what principles is it to proceed? By what rules is it to be guided? We do not envy the judge to whose lot it may fall to be the first to pronounce a judgment under such circumstances.

The third part of the bill is, however, the most important. And here the select committee have at all events shown no want of boldness; for they provide that under certain circumstances a railway company may be wound-up under the Companies Act, 1862. These circumstances are (1) if a receiver is continued for twelve months; and (2) if, on a scheme being filed, it does not obtain the necessary assents, and be confirmed within four months, a period which may be extended by the Court. Small quarter is here given to railway companies. Under the first provision, if a company continues to be unable to pay its debts, or to come to an arrangement with its creditors, for twelve months after the appointment of a receiver, its fate is sealed. If, therefore, this Act had been in force ten months ago, the London, Chatham and Dover Railway Company would by this time have appeared in the paper of the Master of the Rolls or one of the Vice-Chancellors, and a winding-up order have been made. Nor does it appear clear that, if the bill passes, this might not be done at once. The bill contains no provision limiting the operation of the winding-up clauses to the case of a receiver appointed after the passing of the Act, though such is probably the intention of the framers. We hope that some express declaration upon this point may be inserted in the bill in its passage through Parliament. The question is far too important to be left in doubt. If the House does not intend the passing of the bill to be the signal for a winding-up order in the case of this ill-fated company as well as others, it had better say so. The second provision, which makes the filing of a scheme which fails to receive the necessary assents, the inevitable prelude to a winding up, is likely to make companies very shy of resorting to this method of solving their difficulties. It is only in these two cases that a winding-up order can be made. The Court has no jurisdiction, as in the case of other companies, to make a winding-up order, because it is of opinion that it is "just and equitable" so to do. Nor can the insolvency of the company be proved in any other than the specified modes.

The circumstances attendant upon the winding-up of a railway company are worthy of notice. The bill is content with providing that all the clauses of the Companies Act, 1862, relative to winding-up by the Court, shall apply to the case of a railway company. We confidently anticipate considerable difficulty in such an application to a state of things so far removed from the contemplation of the framers of the Companies Act. But to proceed. The liquidator is to have power to sell the railway itself and all the property of the company; but the purchasers of the railway, whether a company or private individuals, are to be bound by all the obligations and liabilities of the company in relation to the management, working, and use of the railway, though free from all the "debts and pecuniary liabilities," of their predecessors. The convenience of the public will, therefore, be secured, and the probability is that the running of trains would not, under the operation of the Act, be interrupted for a single day. There is, however, another class of her Majesty's subjects to whom, as it seems to us, great injustice will be done. These are the unhappy landholders, who have been dispossessed of their land with no better compensation than a claim upon an insolvent railway company. Such persons ought, we think, to receive great consideration at the hands of the Legislature. Those who, whether as creditors or shareholders, choose to trust the company with their money or their goods, have themselves to thank for it. But the unfortunate class, whom we have mentioned, have had no choice about the matter. An Act of Parliament has given the company power to turn them out of their property. It was, however, intended that they should be paid for it, and, as matters stand, they have not only a pecuniary claim against the company, but have also a lien upon the land taken for the unpaid purchase-money (*Walker v. Ware, Hadham, and Buntingford Railway Company*, 14 W. R. 158). But, as it would

neem, they are to be deprived of this lien by the present bill. The land is to be transferred to a purchaser, and they are to be left to come in as claimants under the winding up. Consider the position in which every landowner in the kingdom will be placed if the bill becomes law. His house, or the meadow in front of his drawing-room windows, may be taken by the first ill-omened, railway company, to which the next periodical fit of commercial insanity may give birth. When the bubble breaks, the line will be sold to a purchaser, and the result will be that the unhappy landowner will be forcibly deprived of his property, with no better compensation than a dividend of three shillings and sixpence in the pound.

Want of space compels us to pass rapidly over the concluding portion of the bill. The Court of Chancery is empowered to make general orders regulating its practice under the present Act. The restriction imposed by section 22 of the Companies Act, 1863, upon debenture stock, namely, that the interest upon it shall not exceed 4 per cent., is removed; and the Abandonment of Railways Act, 1850, is made applicable to all railway companies inaugurated before the present session.

The final section of the bill contains, under an unostentatious exterior, a material alteration of the existing law. Our readers will remember the summary powers given to railway companies under the Lands Clauses Act, s. 85, of taking possession of land before assessment or payment of the purchase-money. The company is empowered to go before any two justices, and, in the absence of the landowner, procure the appointment by them of a surveyor, who is to value the land. The company then pay into court the amount of his valuation, and give a bond for the same sum, and, thereupon, become entitled to take immediate possession of the land in question. Now, it is found in practice that the company invariably obtain the appointment of their own surveyor, and that he usually values the land much below its real worth, whereby the landowner loses the protection which the Legislature designed to afford him. The remedy embodied in the bill is to vest the appointment of the surveyor in the Board of Trade, instead of two justices.

If the Board of Trade do their duty, this clause will afford very considerable protection to landowners. We hope the board will lay it down as an invariable rule, that it will in no case appoint the surveyor of the company for this purpose. Such a rule would be clearly in accordance with the principles of justice. The surveyor in such a case occupies a semi-judicial position. He arbitrates between two parties. It is improper therefore that he should, in fact, be the servant of one of them. If this rule be adhered to, a very beneficial alteration will have been made in the existing law.

Whether the scheme now propounded will work satisfactorily in so far as it contemplates the sale of railways is more than doubtful: this, however, appears to be an essential part of the scheme, we must therefore hope that it may answer better than we can anticipate.

LONDON AND ITS LOCAL GOVERNMENT.

Metropolitan local management is a subject which has recently forced itself upon the consideration of the public, and no apology is necessary in calling our readers' attention to the second report of the select committee which has had this important topic under deliberation.

Among other propositions the report suggests that there should be a separate commission of the peace for the whole metropolis, on which should be placed some of the principal persons connected by property with each district of the metropolis; that the justices should hold general sessions for the metropolis, and that the justices for each district should hold district sessions, for purposes of determining all questions requiring the decision of justices. The report also suggests that the metropolitan board, with enlarged powers, be re-christened "The Municipal Council of London," the Crown being at liberty to appoint two members, and a pro-

portion being elected by the rate-payers of each district. The "Municipal Council," it is also proposed, is to have the supervision of matters relating to the gas and water supply, and to it is to be entrusted "the protection of the public interests in relation to railways and other public undertakings affecting the public at large." The report also suggests that the existing district subdivision of the metropolis should be readjusted, and that the governing authority in each district, to be called the "Common Council" of the district, should exercise all the powers now vested in the vestry or local board. The report embodies many suggestions which we cannot here declare, but its leading principles are embodied in the above propositions.

It is very certain that the metropolis has now grown too unwieldy for its present municipal system, and that some change is imperative. It is equally certain that London requires a special system of its own, its vast size partaking as much of the county as of the city. On this ground the proposal for putting an end to the present divided jurisdiction of the city and county magistrates is calculated to effect a very decided improvement.

Viewing the report, however, in the aggregate as a scheme for putting an end to the present evils of divided authority and imperfect representation, we do not think that its suggestions are altogether satisfactory. It is true that the London vestries have been found wanting in many of the qualities which would make them effective to carry out their duties, and it is agreed on all hands that a change must be made before London can be properly governed. One vital improvement would be to do away with government by vestries altogether, and to provide that the members composing all metropolitan governing bodies shall not only have a local, but a higher qualification than that in respect of which vestrymen now hold office. For the purpose of doing away with all jobbery, and in order to make these local governing bodies amenable to public opinion, the tenure of office of their members should be of short duration. The main point, however, to be considered is the separate and special jurisdiction of the Corporation of London. In order to destroy the worst features of the inequality and confusion caused by the existence of that body, it would be necessary greatly to reduce its power, or to abolish it altogether, sequestrating its property for the benefit of the whole metropolis, or otherwise to create a multitude of small corporations for the several districts, with mayors, aldermen, &c., upon the scale of the Municipal Corporation Act. We are not advocating either of these measures in the course of our present remarks, but merely pointing out that the present state of things is productive of much confusion and inconvenience, for which the report before us provides no remedy.

As regards the police force the evil of divided authority have been often pointed out, and we have no hesitation in approving the proposal that there should be one establishment for the whole of the metropolis.

The principal imperfection in the scheme propounded by the report before us, besides its failure to suggest any remedy for the inconveniences attendant on the present powers and position of the corporation, appears to be that local interests are not sufficiently considered. To procure good local government the co-operation of local residents and holders of property should be called in, and local politics must be made to aid in contributing to the general welfare.

It is now admitted on all sides that a change is imperative; the increase of population, the exodus westwards, and other influences, have made London so unlike what it once was that the present machinery, or rather the incongruous machineries, are no longer tolerable. Let us hope, in conclusion, that the bill which, we may anticipate, will be introduced to remedy the existing inequalities and deficiencies will be free from the crudities and omissions noticeable in the report.

RECENT DECISIONS.

EQUITY.

CAIRNS' ACT—POWER TO GIVE DAMAGES INSTEAD OF SPECIFIC RELIEF.

Ferguson v. Wilson (2), L.J., 15 W. R. 80.

The above Act, as interpreted by subsequent decisions, is a strong instance of the reluctance shown by Courts of Equity to trespass on the jurisdiction of Courts of Law—a reluctance reciprocated by the latter in their treatment of equitable pleas. According to section 2 of the Act the Court has power to award damages in addition to, or in substitution for, specific performance, "in all cases in which the Court has jurisdiction to entertain an application for specific performance." Now, if it is correct, as generally laid down, that the jurisdiction of the Court to enforce specific performance of a contract depends upon damages being an insufficient remedy, it follows that by a decree for damages only the Court would *ipso facto* declare that it had no jurisdiction, and the Act therefore can only apply where the Court would, if it could, decree specific performance, but is prevented by some alteration in the subject-matter or position of the parties subsequent to the filing of the bill. This being so, the Act only goes a short way towards relieving suitors from the trouble and expense incident to the double jurisdiction in case of violation of a contract, and it is not surprising that a tendency is occasionally shown to put a more liberal interpretation on the Act than its terms will warrant, or the general current of decisions justify (see *Horne v. Hunt*, 10 W. R. 813, 31 Beav. 420; *Wedmore v. Corporation of Bristol*, 11 W. R. 186. The following rules, however, seem to be now assented to:—If the plaintiff has no equitable right to specific performance at the time of filing his bill, no relief can be given in damages under the act (*Ferguson v. Wilson*, *ubi sup.*); but if between that time and the hearing there is such an alteration in the subject matter of the suit that specific performance is impossible, the jurisdiction having once attached, such other relief may be given (*Davenport v. Ryland*, 14 W. R. 243, 1 L. R. Eq. 302, conflicting apparently with an earlier decision of the same Vice-Chancellor in *De Brassac v. Martyn*, 4 W. R. 1020). It will be seen that there is an intermediate class of cases, viz.: those where the Court is able but declines to make a decree for specific performance. As we have already said, those cases seem, strictly speaking, not to be within the letter of the Act, but it must be admitted that the judgments of the Lords Justices in *Ferguson v. Wilson* do not favour this narrow construction, and it would be difficult, consistently with its being sound, to explain the decisions in *Isenberg v. East India House Estates Company*, 12 W. R. 450; *Senior v. Pawson*, 15 W. R. 220; *Curriers' Company v. Corbett*, 13 W. R. 538, 1056, 2 Dr. & Sm. 855, and a dictum of the Master of the Rolls in *Schotmans v. Lancashire and Yorkshire Railway Company*, 14 W. R. 272, 1 L. R. Eq. 349, unless there is a difference between the construction of the Act in cases of injunction and specific performance, which has not, we believe, been suggested, or the circumstance that the act sought to be restrained was completed after notice, which occurred in all these cases, was considered material with reference to the application of the Act. The point deserves consideration, but its discussion would require more space than we can devote to it at present.

TENANCY BY THE CURTESY IN THE ESTATE FOR THE SEPARATE USE.

Moore v. Webster, 15 W. R. 167 (V. C. S.)

Since the decision of Lord Hardwicke in *Casborne v. Scarfe*, 1 Atk. 603, it has not been doubted that the husband is entitled to a life-interest in his wife's equitable estates as tenant by the curtesy, provided that she has had an equitable seisin of them, for which the receipt of the rents and profits would be sufficient. The

question suggested by the above case is whether this title will be excluded where the wife's estate is settled on her for her separate use. The cases of *Hearle v. Greenbank* and *Roberts v. Diemell*, there cited, are not of much importance, as in the former the trust was for the separate use of the wife for life, with remainder as she should appoint, and the only way in which the husband could claim was in respect of the seisin in the wife as heir to the settlor until the execution of the power, and the latter is only cited for the dictum. In *Bennet v. Davis*, 2 P. Wms. 316, we certainly find the expression that where an estate was devised to the wife for her separate use, the husband, if taking by the curtesy would be a trustee for her heirs; but the question in the case was only as to the right of his assignees in bankruptcy to the rents and profits during her life, and there seems to have been no argument on the other point. In *Morgan v. Morgan*, 5 Madd. 408, the conveyance was on trust for the separate use of the wife for life, with remainder as she should appoint, and in default to her in fee; and Sir John Leach held that the exclusion of the husband was only partial, viz., during her life, and that although he might by express words be totally excluded, that was not done in the case before him. This decision was followed by Shadwell, V.C., in *Follett v. Tyrer*, 14 Sim. 125. It is easily seen that these decisions (the dictum in *Roberts v. Diemell* being disregarded), do not lay down what would be the effect of a devise of an estate of inheritance to the wife for her separate use.

On this point we may refer to *Lechmere v. Brothridge*, 32 Beav. 363, 11 W. R. 814, where the Master of the Rolls, in a long and elaborate judgment on the nature of the estate to the separate use, expressed his opinion that by those words the interest of the husband, both in respect of his receipt of the rents and profits during the joint lives and of his tenancy by the curtesy, were barred. The question seems to be one of intention on the part of the settlor. Vice-Chancellor Stuart found sufficient evidence of this intention in *Moore v. Webster*, where the devise was to the wife "independent of her husband . . . and to be disposed of by her as she should think fit by deed or will;" and the Master of the Rolls would probably have come to the same conclusion if the devise had been simply to the separate use. We should add that Mr. Lewin, in his work on trusts (5th ed. p. 525), dissents from the opinion of Sir John Leach, and doubts whether the husband's tenancy by the curtesy, as one of the ordinary incidents of property, can be excluded. The question does not often arise, a married woman usually taking a life estate only, with a power of appointment, and the cases on the subject being few, it is still open to some doubt.

DOCTRINE OF SATISFACTION APPLIED TO APPOINTMENTS.

England v. Lavers, 15 W. R. 51 (M. R.)

In this case, a parent having a power of appointment over a fund in favour of his children, appointed one-seventh to E., one of his seven children, on her marriage, and afterwards, (one of the children dying in the meantime), without noticing this appointment, he appointed one-sixth of the fund to E., four other sixths to other children, leaving one-sixth undisposed of. The Master of the Rolls held that the second gift to E. was in substitution for the former, but it is not quite clear on what ground he rested his decision. Perhaps the best mode of explaining it is to consider it as an extension of the rule or presumption against double portions. That rule is generally traced to a desire to protect the estate charged with the portions, and would therefore be inapplicable where the property out of which the gifts were made, did not belong to the parent, or other person in *loco parentis*. But looking at the rule as one, the object of which is to secure the intention of the parent being complied with, and the unfair advantage which one of the objects of the power might otherwise obtain over the rest, it is not unreasonable to extend it to the present case. Our explanation of this decision receives some confirmation

from a former decision of the same Judge, in *Montague v. Montague*, 15 Bear. 565, where he held that an appointment to a child on marriage, operated as a satisfaction or redemption of an appointment by will of the same sum in favour of the same child under another power. Assuming this to be correct, the case of *Trotter v. Routledge*, 1 D. G. & Sm., 662, may still be law. There the donee of the power, having already disposed of a specific portion (amounting to one-third) of the trust fund, afterwards made the following appointments:—in 1824, to F., one-fifth; in the same year, to T., one-fifth; in 1825, to J., one-tenth; and in 1826, by the same deed, to G., one-fifth, and to F., one-tenth. It would have been difficult here to find any intention that the appointments should be substitutionary, and the latest appointees were therefore rightly made to suffer the loss.

COMPOSITION DEEDS.

Ex parte Cowen, 15 W. R. 859.

It has been established by a series of decisions that a deed of this kind will not bind non-assenting creditors if it be unreasonable in its provisions. If for instance the deed does not make equal provision for all the creditors, or if it imposes some unreasonable condition as a preliminary to the receipt of the benefit provided by the deed, such a deed would be invalid as regards non-assenting creditors. In the present case a non-assenting creditor sought to prove that he was not bound by a composition deed executed by his debtor, upon the ground that the amount of composition offered was unreasonably small compared with amount of the debtor's assets.

Mr. Cowen, on the 18th September last, executed a deed of composition with his creditors whereby he covenanted to pay them two shillings and sixpence in the pound by two instalments. This deed was executed a few days after a creditor of the name of Foster had recovered judgment for a debt and costs amounting to about £260, and it was not disputed that the object of the deed was to defeat Foster.

At the time when the deed was executed Cowen's debts altogether (including Foster's debt) amounted to £1,054. He had only six creditors besides Foster, and these six all assented to the deed and formed the necessary statutory majority. Of the six two were relatives or connections of the debtor, three others were his personal friends, and the sixth was his solicitor. It did not appear that before the deed was executed, any meeting of the creditors had been called, or that any investigation of the debtor's affairs had taken place. It was shown, however, that, when the deed was executed, the debtor was possessed of property which had cost him as much as £690, and that ten days after the execution of the deed he sold a ship for £120 in cash, and £180 in bills which were afterwards discounted and might therefore be supposed to have been good bills. It also appeared from the examination of some of the creditors before the Commissioner that, notwithstanding the deed, they entertained an expectation of getting paid their debts in full.

Under these circumstances the Commissioner gave leave to Foster to issue execution against Cowen, and upon appeal the Lords Justices upheld this decision. It was contended that the creditors were the best judges of what it was for their interest to accept, and that they were by the statute made the sole judges of this. But the Court, while fully assenting to this argument, held that it was necessary that the creditors should exercise a *bonâ fide* judgment upon the point; that they should, as a matter of bargain, come to an arrangement with their debtor, and that, if they did not act in this way, they could not bind non-assenting creditors. Lord Justice Turner said that the power given by the section 192 of the Act to a majority of creditors to bind the minority was a statutory power, the exercise of which would be binding only when it was fairly and

bonâ fide exercised. It was essential, he thought, to the validity of a deed of this kind that there should be an absence of any taint of fraud, and that the arrangement should be a *bonâ fide* one entered into with a view to the benefit of all the creditors. The Court would not weigh with nicety the propriety of the arrangement, but the conditions just mentioned must be, in substance, observed. His Lordship thought that in the case before him those conditions had not been complied with, but that the six assenting creditors, being friends of the debtor, had executed the deed for his benefit, and without regard to the interests or rights of the other creditors. Lord Cairns thought that the Court could not sit in review on the *quantum* of composition which the majority of creditors might agree to accept, but that the power given to them must be fairly and properly exercised. If the bargain made were tainted with fraud, of course it could not bind non-assenting creditors. But even if, there being no fraud, the majority of creditors, from mere motives of charity and benevolence, agreed to discharge the debtor, that would not amount to a bargain at all, and could not bind non-assenting creditors.

The principles thus laid down by the Court appear to us to be in strict accordance with what we take to be the theory of the provisions of the 192nd section of the Act. As a general rule it may be assumed that creditors desire to recover their debts; if possible, in full; but if that be impossible, then that as reasonable men they will be desirous to make the best arrangement for themselves that can be made. There may be among the body of creditors a few crotchety men who will consent to nothing or there may be some who desire to favour the debtor; but as a general rule a majority of three-fourths in value of the creditors may be trusted to make the best bargain possible with the debtor. And this being so, it is not an unfair thing that the minority should be bound by the decision of the majority. This is, we think, the principle of the provision of sec. 192. But if it should happen that the majority are swayed by other motives than what may be called the motive common to all creditors—the desire, namely, of obtaining payment of their debts—then the principle, which is the foundation of section 192, fails, and the provisions of the section ought to cease to apply. Men who act from motives of pure benevolence in the matter of their debts, whatever credit may be due to them in a moral point of view, are certainly very unfit guardians of the interests of the ordinary creditors who desire to claim their utmost due. Cases of this kind will, it is true, but seldom, occur; the case of a bargain tainted with fraud is much more probable. The principles, however, laid down by the Lords Justices, afford a very satisfactory mode of dealing with either class of case.

COMMON LAW.

Sonerby v. Coleman, 15 W. R. 451.

There seems to be a tendency in the Courts at Westminster, at present, to restrict prescriptive and customary rights within somewhat narrower bounds than formerly. We took occasion a short time ago to comment at some length upon the decision of the Queen's Bench in the case of *Bryant v. Foot* (ante 451 and 501), and we then observed that if the principles enunciated in that case were upheld, the law on this subject would seem to have undergone a change of late years. In *Sonerby v. Coleman* there also appears to be the same inclination to cut down the power of claiming customary rights. The action was trespass, and the pleas set up a custom in the inhabitants of a parish other than that in which the *locus in quo* was situated to enter upon the *locus in quo* at all reasonable times of the year for the purpose of exercising and training horses thereon, which was the alleged trespass. The defendant also claimed a similar right for the inhabitants of a hundred adjoining the land in question. The Court held the pleas bad on demurrer, on the ground that the custom alleged in them was unreasonable. Of course it is almost impossible to

discuss the effect of a decision upon a demurrer without considering carefully the very words of the pleadings demurred to; but we notice this case, not for the sake of commenting upon the judgments which were given, and which are certainly open to some criticisms, but merely to direct attention to the way in which the Courts at present seem inclined to regard such rights as those which it was attempted to establish in this case.

Smith and others v. Blakey, 15 W. R., Q. B. 492.

Written statements are usually no evidence of any fact contained in them, even although the facts stated may be all within the personal knowledge of the writer. This well-known rule is subject to two very important exceptions, first, statements made by a person since dead against his pecuniary interest, and, secondly, statements by a person since dead made in the ordinary course of his business. The cases which establish this first exception show that when a deceased person has made a written statement against his pecuniary interest which would charge him, although in his lifetime it would not have been available evidence, there is such a probability of the truth of such a statement that it may be received in evidence, not only on the precise point to which it refers, but on all questions so involved in the statement as to be part of it. The second exception is where an entry is made by a person since deceased in the way of business or in performance of a duty arising out of the nature of his employment, and in cases such as these the admissibility of the statements is confined to the particular facts which it was the duty of the deceased to state, and no collateral statement, however involved with them, is admissible in proof of extraneous circumstances. The leading cases which establish these two exceptions to the general rule are respectively *Higham v. Ridgway*, 2 Sm. L. C., 287; *Price v. Lord Torrington*, 1 Sm. L. C., 290; and all the cases on the subject will be found collected in the notes to these two cases. In *Smith v. Blakey* an attempt was made to extend these exceptions. The plaintiffs desired to prove that a particular transaction amounted to a loan by them to the defendant, on the security of some goods, and not to a sale of those goods to them by the defendant. To show this they tendered in evidence a letter written to them by one Baker, a clerk, since dead, who had had the management of their business at the place where the transaction in question took place. The letter stated that the defendant's goods had been received by him for the plaintiffs, and also gave some particulars of the transaction, which were favourable to the plaintiffs' claim. The plaintiffs contended that the letter was admissible in evidence on both the grounds which we have just mentioned. They argued that as Baker acknowledged in this letter that he had received the goods, the letter amounted to a declaration against his pecuniary interest, and was on that ground admissible in evidence. Further, they contended that if it were not admissible for this reason, it clearly was so as being written in Baker's ordinary course of business, and in pursuance of his duties as the clerk of the plaintiffs. The Court held that the letter was not admissible on either ground. As to the first point, they said the interest which brings a statement within this exception "must be confined to pecuniary interest, as where a man charges himself with receipt of money or admits a payment of money. In the present case all that is said is that packages have come and are in the office, and although the deceased might have been to blame if they were lost, that interest is too remote and does not come within the class of interest as defined by the cases." On the second point, they said, "the nature of the duty must be to do some particular thing, and record it," and as no such duty was shown to exist here on the part of Baker, the letter was not admissible as being made in the course of business. No new principle is established by this case, but the limits of these two exceptions to a broad rule of evidence are well defined, and the case therefore is deserving of attention.

Kay v. Wheeler, 15 W. R., Ex. Ch., 495.

We have before had occasion to remark that usually nothing is more unsatisfactory than a report of a decision upon the construction of a document, as the same words in different documents do not necessarily mean the same thing. There is an exception, however, to this where decisions are given upon the construction of instruments which are always in a particular form. Cases such as these are almost as important as those which decide the meaning of ambiguous clauses in a statute. *Kay v. Wheeler* was one of these cases. The question was whether or not damage caused by rats to goods shipped on board a vessel under a bill of lading in the ordinary form came within the exception always inserted in those instruments, "The act of God, the Queen's enemies, and all and every other dangers and accidents of the seas, rivers, and navigation, of what kind and nature soever." The Court of Exchequer Chamber held that the damage did not fall within the excepted perils, and as bills of lading are almost always in the same form, this case, although apparently of a very trivial nature, yet deserves to be noticed.

Noble v. Ward, 15 W. R., Ex. Ch. 520.

A written contract not under seal may, if an agreement of the kind is not required by some statute to be in writing, be subsequently varied by a mere oral agreement between the parties; but if the contract is one which must, in order to be valid, be in writing, then no subsequent alteration affects it, unless such alteration is also in writing. This distinction results naturally from the rules of law regarding the two classes of contracts. It would seem absurd to say that particular kinds of contracts must be in writing, but that subsequent oral variations or additions may be made. The effect, of course, would be to do away in a great measure with the statute requiring the writing. Although contracts required by statute to be in writing cannot be subsequently varied, it would seem they may be waived, or rescinded altogether, by a mere oral agreement. The effect of these rules was considered in *Noble v. Ward*. The action was for refusing to accept goods under a written contract of sale, which, by the Statute of Frauds (29 Car. 2, c. 3, s. 17), must be in writing. The defence was that the plaintiff and defendant had orally agreed that the time for making deliveries under the original contract should be extended, and that this alteration was, in effect, the rescission of one contract and the substitution of another, and that as the second was not valid as a sale of goods for want of a writing that no contract was in existence, the first contract being rescinded, and the second invalid. The Court of Exchequer Chamber were of opinion that this defence could not avail the defendant. They said it was clear that the subsequent oral agreement was bad under the Statute of Frauds, and that therefore they could not hold such an agreement good as effecting a rescission, and yet bad as not being in writing. A considerable number of authorities were cited in argument, and indeed the very point seems to have arisen more than once before, and it seems rather strange that an attempt should have been made to overrule these authorities by an appeal to the Exchequer Chamber. The effect of this decision is, that an oral alteration of a contract which must be in writing has no effect whatever, but the old contract still remains in full force. The case, however, does not in any way affect the question whether a contract which must be in writing may not be varied altogether by an oral agreement.

Scott v. Lord Ebury, 15 W. R. 517; *Hopcraft v. Parker*, 15 W. R. 842.

In these days of abortive companies it may not be amiss to call attention to the two cases the names of which we have placed at the head of these remarks. They relate to the liability of persons contracting on

behalf of inchoate companies, which, in the eye of the law, are non-existent at the time the contract is made.

In *Scott v. Lord Ebury* the promoters of a railway company, through their solicitor, obtained from the Union Bank, of which the plaintiff was the registered public officer, a loan, wherewith to defray the expenses of carrying through their Act of Parliament, and this loan was to be paid "out of calls on shares." Subsequently the company was incorporated, and, at a board meeting, the proceedings of the solicitor to the promoters were approved and confirmed, but no shares were allotted, and consequently no calls were ever made. The question was whether the promoters were personally responsible for the loan, and it was held by the Court of Common Pleas that they were. Through their solicitor they had acted, if not for themselves, for a non-existing principal, viz., the subsequently incorporated company, which, it is true, might have been made liable on a new contract assented to by the plaintiff, but could not bind itself merely by the ratification of the old contract; for "*omnis ratinatio retrotrahitur et mandato priori equiparatur*;" and there was no existing person at the time the contract was entered into on whose behalf, or at whose instigation, it could have been made; for, to use the words of Willes, J., in the previous case of *Kelner v. Baxter*, 15 W. R. 278, 2 L. R. C. P. 174, "a valid ratification can only be made by persons in existence, either actually, or in contemplation of law, at the time the act to be ratified was performed." Consequently, "*ut res magis valeat quam pereat*," the contract was held binding on the promoters personally.

In *Hopcraft v. Parker* this principle was again acted upon in the same Court. There the proprietor of a newspaper went to the office of a company not yet registered, and asked for the defendant, who then and there wrote on a prospectus of the company an order to advertise it in the plaintiff's paper, and signed himself "secretary *pro tem*." The company, not then being in existence, could not, as we have seen, be made liable on a ratification of the order, and it was accordingly sought to charge one of the promoters; but, as there was nothing to show that the defendant was acting for the promoters, he was held personally liable, though he had only signed the order as secretary *pro tempore*.

We have adverted to these two cases because every decision which affects the promoters of companies is now of public interest. The principles on which the Court acted are contained in the two maxims we have quoted, and the application of them is so clear and satisfactory that any lay reader may appreciate it. In fact, if intending promoters of companies would only refer to the reports of such cases, they would probably avoid some of the pitfalls into which so many of their too-confiding brethren have fallen before them. At all events, we think no apology is needed for calling attention to the cases.

REVIEWS.

A Treatise on the Office and Practice of a Notary of England, with a full collection of precedents. By RICHARD BROOKE, Esq., F.S.A., &c. Third edition by LEONE LEVI, Esq., of Lincoln's-inn, Barrister-at-Law. London: Stevens & Sons. 1867.

At the time when the first edition of this work was published, in the year 1838, there was no work exclusively devoted to the law and practice of English notaries. This, no doubt, was due to the fact that notaries do not occupy so prominent a part in our system of jurisprudence as they do in those systems which are founded on the civil law. The whole law respecting their appointment, functions, and duties was to be found concisely stated in such a generally-accessible work as Burn's Ecclesiastical Law; and their duties in respect of mercantile and maritime instruments were sufficiently enlarged upon in works upon mercantile and maritime law. The materials, therefore, for a separate work upon the subject were extremely scanty, and, accordingly, when Mr. Brooke, in the year 1838, produced his

book on the "Office and Practice of a Notary in England," he found it necessary to include in it many topics but remotely connected with the notarial practice, much, though interesting, that was purely antiquarian, and, therefore, of no practical value, and many precedents which properly belonged to the ordinary domain of conveyancing, and which had but little to do with the special and proper practice of a notary as distinguished from that of an ordinary legal practitioner. Indeed, had Mr. Brooke confined himself strictly within his province, he would have found it difficult to have produced a work of saleable dimensions, for the notarial practice, properly so called, might have been disposed of satisfactorily in a very few sheets. However, since its publication Mr. Brooke's book, such as it is, has continued to be the only work exclusively devoted to the law of notaries.

The present edition by Mr. Leone Levi differs but little from the original, upon which it certainly cannot be said to be an improvement. The book consists of 473 octavo pages—of these only 200 are given to the notarial practice, properly so called, while the remaining 273 pages contain a series of precedents, statutes, and a general index. We cannot help thinking that the latter portion of the work is disproportionately large, and that most of it might have been omitted with advantage. Not to mention other instances, we think, for example, that the insertion of several Italian instruments was perfectly out of place in a book upon English notaries, unless, indeed, it was considered important to point out the nationality of the learned editor, and that the directions as to wills, and the precedents of wills, need not have been re-printed from such a well-known book as Haye's & Jarman's Concise Forms.

Again, several, if not most of the statutes, after having been cited at large in the body of the work, are set out *in extenso* in an appendix, which appears to us to be a very unnecessary proceeding. In fact, we venture to say, that at least three-fourths of the book might have been advantageously suppressed. This would have enabled the publishers to have offered a complete manual of the notarial practice at about three-fourths of the price of the present work. We cannot, therefore, congratulate Mr. Leone Levi upon the mode in which he has discharged his editorial functions, for he seems to have merely had in view the *making of a book*, without any regard to the appropriateness of the materials of which it was to be composed. The original work was swollen with much irrelevant and impertinent matter, and the present edition is infected with the same disease in a more culpable and aggravated form. We regret this all the more that we are persuaded that a judicious editor, well acquainted with his subject and the other cognate departments of our jurisprudence, might, by a careful system of weeding and depletion, have produced a very useful work at a very trifling cost, no inconsiderable advantage in these days of dear law books. But though in the interests of the profession we are bound to condemn the mode by which the present work has been so unnecessarily enlarged, it is with pleasure that we are enabled to say that the first part of the work, which differs but little from the original, is generally distinguished by accuracy and care. The whole law and practice of notaries is there detailed with the most painful completeness. Every statute having the remotest connection with notaries is cited at length, and the decided cases have been brought down to the date of publication. The first four chapters of the book give an account of the antiquity of the office of a notary, the appointment of notaries, the functions and powers of notaries, and the notarial articles and service of clerkship. Notaries, as the author observes, appear to have existed as public officers from a period of remote antiquity, and may be traced to the *tabelliones* and *argentarii* of the Roman law. At first, however, the acts of the *tabelliones* received but little judicial recognition, and the account given by Mr. Brooke of the manner in which the ancient *tabellio* was gradually transformed into the modern notary is exceedingly interesting and well-worthy of transcription:—

"By the Roman law, in order that a document might be put in evidence beyond dispute, it must have been deposited in the hands of the *magister census* at Rome or Constantinople, or with the municipal magistrates, and by this deposit all further verification was rendered unnecessary. '*Superfluum est*,' said Zenon, '*privatum testimonium cum publica monumenta sufficiunt*.' Hence the creation of public archives for the custody of such documents by order of Justinian. From this a difference began to be made in the middle ages between private and public documents, private documents

being those which were drawn up in the presence of witnesses, and public documents those which were deposited in the archives, or drawn up in the presence of a judge or of a bishop. Since, however, a notary was always attached both to the judge and to the bishop, it was before him that such documents were usually drawn; and as such judges and bishops had also a good deal of voluntary jurisdiction, agreements between parties were often made before such notaries in their official capacity. But in course of time the notary began to do, on his own behalf, that which he used to do on behalf of such judge or bishop; and when all the ancient courts disappeared, the notary public remained as a connecting link between past and modern institutions."

In England, though notaries were known before the Norman Conquest, and were specially mentioned in several statutes passed shortly after the Conquest, the office was shorn of much of its lustre and power. This was, no doubt, owing to the strong opposition that prevailed upon the part of the early professors of our Common Law to everything connected with the Roman Canon Law. The notary accordingly ceased to be recognised as an officer of the ordinary Common Law Courts, and his place was taken by attorneys and solicitors. But he still continued an integral part of the system upon which he was originally engrafted, and continued to be an officer of the Ecclesiastical Courts, appointed by and amenable to the jurisdiction of the Court of Faculties. He also exercised, as commerce extended important functions with respect to the drawing up and verification of mercantile and maritime instruments, especially such of them as were to be used abroad, great credit being attached to Notarial Acts by the laws of nearly every foreign country. A very full exposition of the duties of notaries in reference to bills of exchange, charter-parties, ship protests, certificates of survey, bottomry bonds, average agreements, and powers of attorney, is given in the present work. The general law relating to the above subjects is stated with considerable ability and clearness, and the notary will find in this part of the work almost everything he may require for the purpose of his professional duties. Indeed, this part of the work is by far the most valuable, and may be said to be an important and useful addition to our legal literature. The book is also provided with a general index, which appears to be very complete, and which will enable the reader to refer to any of the subjects contained in it with the greatest facility.

New Comic Law Examination Questions and Answers (Hilary-ty Term, 1867). By WILLIAM MACKAY. London: Butterworths.

This production consists of the examination questions propounded at the Incorporated Law Society's Final Examination in Hilary Term last, with "comic" replies. It is rather a dismal affair.

The Charge of the Lord Chief Justice of England to the Grand Jury in the case of "The Queen v. Nelson and Brand." London: Ridgway.

This memorable charge is now presented to the public in book form, edited by Mr. Frederick Cockburn, of the Crown Office, and revised by the Lord Chief Justice himself, with important annotations, bearing the significant initials "A. E. C.," and it is to be regretted that those of our contemporaries who published extracts from this charge (we except, of course, the current reports in the daily papers) did not wait for the edition thus authorised. Whether or no it be true, as some are of opinion, that the anxiety of the judge to avoid creating an undue bias in the minds of the jury led him at the close of his address to qualify the results of his previous exhaustive investigation in a manner which served to confuse the jury and divert their minds from logical sequences—whether or no this be so, it is certain that to the student of constitutional history the volume now before us will be extremely valuable.

A more exhaustive, and at the same time interesting, investigation has seldom been placed within the reach of the public, and we strongly recommend all whom it may concern (and on such a subject as "martial law" that means everybody) to read this volume.

A solicitor whose father held a responsible Government situation, was convicted at Dublin last Saturday of the robbery of £70 worth of jewellery from the International Hotel, Bray, and was sentenced to six months' imprisonment.

COURTS.

(Before Vice-Chancellor MALINS.)

June 10.—*Suburban Hotel Company (Limited).*—Judgment given on the petition by a shareholder and former director for winding up this company. The petition had been allowed to stand over several times, on one occasion in order that a meeting of the company might be called, and the Vice-Chancellor had, throughout the proceedings, strongly urged a compromise, a course which the counsel who opposed the petition commented on severely on account of the injury it was alleged to have caused to the company by the petition being thus kept hanging over them. The only hotel possessed by the company was one at Hampstead, bought by them some years ago in an unfinished state from Mr. Nicoll, of palest celebrity, who had been an active promoter of the company, and by himself and his nominees held a very large number of shares. No profit had ever been made, but at the meeting held in pursuance of the Vice-Chancellor's suggestion, shareholders holding 2990 shares out of 3260 were in favour of the business being carried on. Most of these shares, however, were held by Nicoll or his nominees, and the Vice-Chancellor, after hearing the evidence at great length, and strongly reprobating the ignorance shown by the directors as to the expenditure requisite for keeping up the hotel, and the slovenly manner in which the books had been kept, expressed himself satisfied that the company could not, at any rate under the present management, go on at a profit, and that the majority ought to be prevented from dragging from the pockets of the minority some £1,400 for unpaid calls in order to continue a concern which must end in disaster. He therefore made the usual order for a compulsory winding-up, but the petitioners and other dissentient shareholders, having previously offered to take ten shillings per share and their costs, he allowed the order to be suspended until Friday the 14th, so as to give the majority, if they really believed in the ultimate success of the company, another opportunity of reconsidering this offer.

Glasse, Q.C., and Buchanan appeared for the company. Roxburgh, Q.C., and Leeson, for the petitioner, and Waller for some shareholders who supported the petition. No creditors appeared.

June 14.—It was now stated that the shareholders who opposed the winding-up, had presented an appeal to the Lord Justices, who had promised to hear the appeal on Monday, the 17th. The Vice-Chancellor, however, refused to suspend his order in the interim.

June 10.—*Hubbuck v. Thornhill.*—The plaintiffs, who were oil and colour merchants, moved for an injunction to restrain the defendants from interfering with the light required for their business, but their counsel, Glasse, Q.C., and Archibald Smith, admitting that they could not show such special user for twenty years, and the Vice-Chancellor stating his adherence to his decision in *Lampunchi v. Mackenzie*, 15 W. R. 614, they declined to proceed with the motion, and consented to an adverse order, with the view of bringing the question before the Court of Appeal. Costs were made costs in the case, on the ground that the motion was an attempt to make the Vice-Chancellor review his former decision.

COURT OF CHANCERY.

(Before the LORDS JUSTICES.)

June 7.—*Re the Reese Silver Mining Company (Limited) (J. M. Smith's Case).*—This company was registered in June, 1865. In February, 1866, Mr. Smith filed a bill against the company, praying removal from the register, and an injunction against calls, on the ground of misrepresentation. An injunction was granted by Vice-Chancellor Wood. (The facts on which the allegation of misrepresentation was founded are stated in the report, 14 W. R. 606.) Immediately afterwards a winding-up petition was presented, and a winding-up order was made by the Master of the Rolls, who also refused to allow Mr. Smith to go on with his suit, and dismissed a summons taken out by him, on the ground that material misrepresentation had not been proved. From the decision dismissing the summons Mr. Smith now appealed.

Cotton, Q.C., and Eddis, for Mr. Smith. Selwyn, Q.C., and Graham Hastings, for the official liquidator.

TURNER, L.J., said it was satisfactory to find that the law applicable to these cases had recently been considered by the House of Lords in *Kisch v. The Central Railway Company of Venezuela* (15 W. R. 821). He thought there had been material misrepresentation in the present case. The directors had made a statement when they had no ground to believe its truth. He also thought that Mr. Smith had shown due promptitude in asserting his claim.

LORD CAIRNS, L.J., also thought there had been material misrepresentation, and that Mr. Smith's application was in time. It was contended, however, that Mr. Smith could not now be relieved because the rights of creditors intervened. In this respect his Lordship distinguished between the case of a partnership, or unincorporated company, and a company formed under the Act of 1862. In the latter case the contract was with the company only. No doubt persons in trusting the company were influenced, to a certain extent, by the names on the register, but creditors must run the risk. The shareholders on the register might, having been placed there by a contract void in law, have the right to be taken off, if they came in proper time. He thought the case was not affected by the winding-up order. Mr. Smith's name must be struck off, and he would have his costs at the Rolls. The official liquidator's costs would come out of the estate.

June 12.—*Re The International Agency Company (Limited).*—This matter was mentioned upon the following question. A call being required, the official liquidator proposed to notify the intention by sending a copy of the summons to all the contributories, French as well as English, by post. The Winding-up Act of 1848 expressly authorised the service of summonses abroad by transmission through the post; the Act of 1862, however, is silent on the point, and the Master of the Rolls wished the matter to be mentioned to the Lords Justices.

Southgate, Q.C., and Brooksbank for the official liquidator. Graham Hastings for a committee of shareholders who have liberty to attend the proceedings.

Their LORDSHIPS said the step in question was merely the foundation of proceedings before the foreign Court to enforce the call, and in those proceedings the question might be raised whether the service were good or not. Merely to warrant the making of the call, however, service through the post would be sufficient.

GENERAL CORRESPONDENCE.

LAW EXAMINATIONS.

Sir,—I regret that several typographical errors occur in my letter on this subject. The fault is my own. Perhaps you will allow me to take up this subject, and explain my views more clearly. Your learned readers will correct the error in the print of my last letter intuitively, as I need hardly say.

This is an important subject. It not only affects the profession but the public. The latter have a right to expect adequate competency. At present the examinations do not secure this.

The class of questions to which I referred are what are called "catch questions." Why should candidates be thus puzzled? A young friend of mine, who has lately passed his final examination in medicine, gave me a singular instance of this. A model of a particular class of nerves was shown to him, and he was asked to give the name, and did so. Everything practicable was done by the examiner to throw the candidate off his guard, but without success.

What I suggest is as follows, viz.:—

1. A *visa voce* examination.
2. A fixed set of questions.
3. A permanent board of examiners.

There is no reason I see why the questions should vary except as the law alters. Unfortunately, my letter was misunderstood, and, I may say, misexpressed, in print. As to this, my suggestion is now made plain. If a candidate cannot answer a reasonable portion of the questions, he is not fit to be admitted. The examiner should, I think, meet the candidate in a courteous and forbearing spirit, and this will ensure ease and confidence. Besides this, a good opportunity will be afforded for a general observation of the candidate, and giving a few useful hints both as to acquirements and deportment.

This is much wanted. Many who pass have no claim to

the feelings and manners of a gentleman. All educational tests might be thrown aside if the candidate had any adequate knowledge of law and of its technicalities—that is sufficient, and the rest should be left to a man's taste. The present system is in all respects too artificial. It is a mere piece of patchwork—pleasing to the eye, but otherwise of little use. Please accept my apology.

J. CULVERHOUSE.

APPOINTMENTS.

Mr. JOSEPH BEAUMONT, of Great Goggeshall, Essex, has been appointed a Commissioner to administer oaths in Chancery.

Mr. CHARLES JOHN ALLEN, of 20, Bedford-row, Holborn, has been appointed a London Commissioner for administering oaths in Common Law in the Court of Queen's Bench.

Mr. JOHN APPLETON, of 8, Crosby-square, Bishopsgate, within, has been appointed a London Commissioner to administer oaths in Chancery.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 7.—The District Prothonotaries, Court of Common Pleas, County Palatine of Lancaster Bill, the Consolidated Fund (£14,000,000) Bill, the Exchequer Bonds (£1,700,000) Bill, the Public Works Loans Bill, the Contagious Diseases (Animals) Bill, the Pier and Harbour Orders Confirmation Bill, and the Intestates, Widows, and Children Bill were read a third time.

Their Lordships then adjourned until Monday, the 17th inst.

HOUSE OF COMMONS.

June 7.—Mr. Trevelyan drew attention to the claims of the old merchant seamen in relation to the "Greenwich sixpence."

The House went into committee of supply.

The Sale of Liquors on Sunday Bill was postponed until the 26th.

Upon the motion for going into committee upon the Bankruptcy Bill, Mr. Ayrton moved, as an amendment to the motion for going into committee, the following resolution:—"That it is unjust to pass this measure, by which any insolvent person who has contracted a debt amounting to £50, or several debts amounting to £100, shall be discharged from liability for all his debts, except as regards his future acquired property or earnings, to the extent of half the amount of his debts, while insolvents who have contracted debts to a less amount will be liable to repeated imprisonment to compel them to pay their debts in full." After some discussion, however, Mr. Ayrton declined to press his amendment, which was then negatived without a division. The House then went into committee *pro forma* on the Bill, progress being reported immediately. The same was done with respect to the Judgment-Debtors (Re-committed) Bill, and the Bankruptcy Acts Repeal (Re-committed) Bill.

The Report of Supply was brought up and agreed to.

The Railway Companies Bill was read a third time and passed.

On the order for the consideration of the Courts of Chancery (Ireland) Bill, as amended, the third reading of the bill was fixed for the 17th.

The Charitable Donations and Bequests (Ireland) Bill, the Enclosure (No. 2) Bill, the Local Government Supplemental (No. 3) Bill, the Bridges (Ireland) Bill, passed through committee.

The *Lis Pendens* Bill was, on the motion of the Solicitor-General, read a second time.

The Lords' amendments in the Criminal Law Bill were considered and agreed to.

Mr. Sheridan's Bill for removing doubts as to the power of trustees, executors, and administrators to invest trust funds in certain securities, and to declare and amend the law relating to such investments, was read a first time.

The House then adjourned until the 13th.

June 13.—The House went into committee on the Representation of the People Bill.

The Chancellor of the Exchequer laid on the table of the House the schedule referring to the redistribution of seats. There being now forty-five seats at the disposal of the Government, they proposed to allot them as follows:—Four additional members to the metropolis, to be obtained by dividing the Tower Hamlets into two parts, and allotting two members to the new borough, and by erecting Chelsea and its environs into a new constituency represented by two members. One member each to Hartlepool, Darlington, Middlesbrough, Burnley, St. Helen's, Barnsley, Dewsbury, Staleybridge, Wednesbury, Gravesend, Stockton, Keighley, and parts adjacent and Luton, and parts adjacent. One additional member apiece to Salford and Merthyr Tydfil. One member for the University of London, with a suggestion that the University of Durham be coupled with it in such representation. The remaining twenty-five seats the Government scheme proposes to allot among the counties, by dividing Lincolnshire, Derbyshire, Devonshire, Somersetshire, Cheshire, Norfolk, Staffordshire, Essex, and the West Riding of Yorkshire, each into three parts and allotting two members to each part. The House went into committee of supply, and the Navy Estimates were concluded. The report of supply on the Army Estimates was agreed to. except the Volunteer vote, which was postponed.

The Enclosure (No. 2) Bill was read a third time and passed.

The Local Government Supplemental (No. 4.) Bill, the Pier and Harbour Order Confirmation (No. 3) Bill, and the Statute Law Revision Bill were read a second time.

The Tyne Pilotage Act (1865) Amendment Bill, and the Railways (Scotland) Bill passed through committee.

The report on the Courts of Law, &c. (Salaries and Expenses), was received.

ADMIRALTY JURISDICTION BILL.

The following petitions have been presented by Mr. E. James, Q.C., against the bill:—

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble petition of the Society of Attorneys, Solicitors, Proctors, and others, not being barristers, practising in the Courts of Law and Equity of the United Kingdom, incorporated by Charters of King William IV. and Queen Victoria, and commonly called "The Incorporated Law Society,"

SHEWETH,—That a bill is now pending in your Honourable House, intitled "a Bill for extending and regulating the jurisdiction of the High Court of Admiralty, and for conferring Admiralty jurisdiction on the County Courts," by which it is proposed to give jurisdiction to the High Court of Admiralty, and, within certain limits, to the county courts, over all claims and demands in respect of ships, and of goods carried therein, and all matters relating to marine insurance.

That your petitioners respectfully submit that it is highly inexpedient to transfer such business to the High Court of Admiralty, which Court is governed by legal doctrines and precedents, and has a mode of procedure differing very materially from the superior courts of law.

That it is very desirable to simplify and render less expensive legal proceedings, and to secure, so far as practicable, uniformity of decision; but the proposed measure, should it become law, would complicate and add to the expense and uncertainty of litigation.

That your petitioners submit that it is undesirable, and contrary to the spirit and tendency of modern legislation, to create or perpetuate civil tribunals with special jurisdictions; and that, if such tribunals exist, it is very objectionable to give the plaintiff in each suit the option of selecting his own tribunal, and choosing between courts regulated by different rules of practice and using wholly different forms and language, and having distinct courts of ultimate appeal.

That the employment of paid assessors is very objectionable, and that it is far more satisfactory to allow disputed questions of fact to be decided by juries composed of commercial men acting independently of the judge and of each other.

That the jurisdiction proposed to be conferred upon the county courts would practically be unlimited in its extent, inasmuch as it very frequently happens that in insurance and shipping cases the comparatively small claim sought to be established in the particular action, governs other similar claims amounting in the aggregate to very large sums of

money, arising upon the same policy of insurance, or upon bills of lading in similar form.

That it would be far preferable to abolish the High Court of Admiralty, and to transfer its jurisdiction, and all its powers, to the existing courts of law, and in that case to increase the number of judges in the superior courts of law at Westminster.

That your petitioners believe that a comprehensive measure of reform in the jurisdiction and constitution and mode of procedure of all the superior courts, would be a great advantage to suitors and the public; and that in order to deal satisfactorily and permanently with the whole subject, it is very desirable that it should be considered by a royal commission, and that partial legislation, such as is contemplated by the said bill, should in the meantime be avoided.

Your petitioners therefore humbly pray your Honourable House that the said bill may not pass into a law.

And your petitioners, as in duty bound, will ever pray, &c.

The petition on behalf of a large number of members of the English Bar and special pleaders:—

That your petitioners are informed that there is now before your honourable House a Bill having for its object the extension of the jurisdiction to the High Court of Admiralty to all matters relating to marine insurance, and to all contracts and affairs connected with shipping generally.

That your petitioners believe that it is highly inexpedient to deal with the subject of the jurisdiction and procedure of the superior courts by piecemeal.

That there has been for some years a growing feeling on the part of the public and the legal profession in favour of a general reform of the jurisdiction and procedure of all the superior courts which should confer upon all a general and uniform jurisdiction in the administration of the laws of the realm, furnishing them at the same time with various kinds of machinery applicable to the details of the various subject matters coming before them.

That in our opinion the more general the jurisdiction of the superior courts is, and the less it is confined to special subjects, and limited modes of procedure, the more philosophically will the law be administered.

That the existence of special jurisdictions with their own peculiar procedure, and technical rules and doctrines, whilst it probably tends to the cultivation of greater skill and dexterity in some points, undoubtedly tends at the same time to the creation of narrowness, uncertainty, and confusion in the law taken as a whole, and obstructs all progress towards a philosophical jurisprudence.

That in order to deal in a satisfactory and permanent manner with the whole subject, it is desirable to have a full investigation before a royal commission.

That the High Court of Admiralty is governed by principles and doctrines of law, and by a mode of procedure and precedents, entirely different from those of the superior courts of law, and has also a different court of ultimate appeal.

That the present tribunals in which the law relating to mercantile affairs is administered by juries of experienced commercial men presided over by judges of the superior courts have gained the entire confidence of the mercantile community, and the respect of foreign jurists, as well for the soundness and uniformity of legal decisions as for the ease and elasticity with which they adapt themselves to the gradually changing usages and exigencies of mercantile affairs.

That it is highly undesirable and retrograde to adopt any reform tending to perpetuate the special jurisdiction and doctrines and procedure of the High Court of Admiralty.

That assuming the desirability of a further sub-division of the circuits, and of conferring upon local tribunals in seaport towns a more extensive jurisdiction in matters relating to shipping; assuming also the necessity for strengthening as well as economising the power of the judicial bench, a preferable course with a view to future reform would be to abolish the High Court of Admiralty, and to transfer its jurisdiction and all its powers to the existing courts of law, and to appoint additional judges to the Superior Courts of law at Westminster.

We therefore humbly petition your honourable House not to pass the said bill.

And your petitioners, as in duty bound, will ever pray, &c.

LAW STUDENTS' JOURNAL.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

TRINITY TERM, 1867.

| Names of Candidates. | To whom Articled, Assigned, &c. |
|---------------------------------------|---|
| Archer, William | William Henry Swepestone. |
| Armstrong, James, B.A. | George Dawes. |
| Atkinson, John Thomas | Charles Anthony Branson. |
| Barker, Charles Mylne | Frederick Peake. |
| Baxter, Wynne Edward | Carew, S. Robinson. |
| Bayley, Edric, B.A. | James Ingram. |
| Beachcroft, Richard Melvill | Richard Beachcroft. |
| Beachey, Henry Geo., B.A. | Wm. F. D'Arcy; J. Hooper. |
| Bennett, Ellery Arthur | John Nicholas Bennett. |
| Bigg, Edward Arthur, B.A. | Lionel Oliver Bigg. |
| Bourne, John Robert | George Goodwin Buckston. |
| Bovall, John Richard | Henry Peake. |
| Brown, Alfred | George Twynam Porter. |
| Bull, John Christopher | Richard Jones Croxon. |
| Busby, Robert William | J. A. Wilson; G. Wilson. |
| Cartwright, Bernard Talbot | John Frederick Thurstans. |
| Casey, Edward | William Hawkins. |
| Cattarns, Richard, jun. | Richard Cattarns. |
| Chamberlain, Wm. Hart | Edward Hart Smith. |
| Cheese, John | George De Courcy Peele. |
| Clayton, John | Henry Thomas Darnton. |
| Cleaver, Richard Stewart | Richard Holden. |
| Cooper, John Spyves | John Watson, jun. |
| Copland, John | George Matthews Arnold. |
| Cox, Thomas | Wm. Abraham Byrch. |
| Craddock, John Davys | T. Craddock; W. J. Woolley. |
| Crumbie, George | W. Pickering Parkinson. |
| Dale, Thomas | Joseph Langham Dale. |
| Darville, Thomas Henry | William Henry Barber. |
| Davenport, Thos. M., B.A. | John M. Davenport; George Thomas Woodroffe. |
| Davies, Thomas Oliver | Thomas Morgan Llewellyn. |
| Dowling, William | Henry Marriott Richardson. |
| Drake, Frans. Nathan | George William Harris. |
| Drummond, Patrick Wm. | William Drummond. |
| Easm, Charles Godfrey | Arnold Parker. |
| Evans, George Edward | George James Murray. |
| Fletcher, Algernon | Christopher Cheshire. |
| Ford, John Rawlinson | Robert Lawson Ford. |
| Foster, Richard | William Foster. |
| Fowler, Thos. Fredk., B.A. | William Fowler. |
| Fraser, James | Thomas Colborne. |
| Gardiner, Walter | J. Satchell; A. C. Cronin. |
| Gery, Arthur Staunton Wade | Thos. T. Dibb; F. J. Wise. |
| Gibson, Jasper | William Gibson. |
| Gilder, Thomas | Charles Henry Phillips. |
| Godfrey, Albert Speed | John Perry Godfrey. |
| Grover, Henry Llewellyn | Montague Grover. |
| Gurney, William | Samuel Rowles Pattison. |
| Hamilton, William | Henry Elland Norton. |
| Harper, Williams | Ed. Saxton; John Urquhart. |
| Hart, James | Robert Hart. |
| Haynes, John Frederick | Rd. H. Rolls; D. P. Pellatt; Edward Mackeson. |
| Hazlitt, John Napoleon | Henry H. Beckett; Edward George Tattershall. |
| Heath, Thomas | Thos. Daniel St. Geo. Smith. |
| Hodgson, Geo. Harris, M.A. | Thomas Bolton. |
| Holliday, Jas. Rdson., B.A. | Arthur Ryland. |
| Holt, Eardley W. B., B.A. | Preston Karslake. |
| Hooper, Reginald Pelly Wilcocks | Henry Wilcocks Hooper. |
| Howard, Alfred | Edward Martin Wright. |
| Howell, Wm. | J. W. Phillips; W. H. Owen. |
| Hubbard, David John | Joseph John Hubbard. |
| Hunter, Robert, M.A. | George Lewis P. Eyre. |
| Iales, Alexander Hitchman | Richard Helps. |
| Keely, John | Benjamin Dowson. |
| Kelsey, Edward Frederick | Edward Edmund P. Kelsey. |
| Kennedy, Charles Burchell | James Burchell, jun. |
| Ledgard, Henry | William Ford; Henry Bell. |
| Lewis, Albert | Charles Carne Lewis. |
| Luxton, Henry | Robert Luxton. |
| McKenzie, Thomas Charles | Ralph Simey; Geo. Brodrick. |
| Marvin, Richard, jun. | Alexander Hellard. |
| Milne, Frank | Edward C. Milne; Edwin C. Hopps; A. P. Earle. |

Names of Candidates.

To whom Articled, Assigned, &c.

| | |
|--------------------------------|--|
| Mead, Henry John | George Edward Mead. |
| Molesworth, Walter Hele | William Eastlake. |
| Moore, George | William Mann Trollope. |
| Mote, Joseph | Michael Smith. |
| Nash, John Robert | Richard Mason. |
| Newton, Arthur Leslie | Arthur Perry Bower. |
| Nicholson, Ralph | Stephen Sanderson. |
| Nicholson, Thomas Henry | John Nicholson. |
| Osborne, Robert | Joseph Humphry Grant. |
| Osborne, Jeremiah | Charles Edward Ward. |
| Oxley, Robert, Clarke | John Oxley. |
| Paige, Henry | Charles Copley Whiteford. |
| Parr, George | Charles Butlin. |
| Parrott, Peter | Thomas Michael Colville. |
| Peard, George Oliver | G. Peard; T. Hooper Law. |
| Peele, Edmund Creswell | Cecil Peele; Henry Vallings. |
| Pope, Alfred | Edward Francis Slack. |
| Pym, Horatio Noble | Robert Baxter. |
| Roberts, William | William Lloyd. |
| Robinson, William | George Brown. |
| Shippey, Edward | William Sale. |
| Smith, John Benjamin | George Fry. |
| Stevenson, Joseph, B.A. | John Edward Gray Hill. |
| Steel, Herbert Greenwood | John Satchell. |
| Stevens, Charles William | Charles Stevens. |
| Stirling, Hugh, M.A. | Frederick Leigh Hutchins. |
| Sykes, James | William May. |
| Thompson, Mark, jun. | William Snowball. |
| Thorne, John Arnoll | Lionel Thos. Bencraft. |
| Tibbitts, Albert | Thos. Abbott Tibbitts. |
| Tillyard, Ebenezer | John Oddin Taylor. |
| Townsend, Alfred Davison | Wm. Jackson, jun.; Jackson Townsend. |
| Trappes, Henry Byrmand | Henry Trappes; S. Lancashire. |
| Turner, Chas. Henry | John Turner. |
| Viant, Edward | John Viant, jun.; Alex. F. Patterson; Joseph Robins. |
| Watts, John James | Edwd. Hodgkinson. |
| Wilkinson, Wm. John | Wm. Martin Wilkinson. |
| Wilson, Chas. Colling | R. M. Wilson. |
| Wilson, John Walter | Herbert M. Gibson; Geo. W. Derry. |
| Woolston, John, jun. | Joseph Willis Swinburne. |
| Woosnam, George | Woosnam & Lloyd. |
| Wroth, Alfred Lory | Henry C. Duncan. |
| Wymond, Thos. Phillips | Alfred Rooker. |
| Wyndham, Chas. Wadham | W. M. Taylor. |
| Young, Ralph Hutchinson | Edwd. Turnbull. |

CALLS TO THE BAR.

June 11, 1867.

By the Honourable Society of the Inner Temple.

John William James Stephenson, Esq. (Certificate of Honour, first class), B.A., Cambridge
 William Julius Marshall, Esq., M.A., Oxford
 Stephen Charles Martin Lanigan, Esq., B.A., Dublin
 William Jenkins, jun., Esq., B.A., Oxford
 Henry Fletcher Pooley, Esq., M.A., Cambridge
 Nicholas Atkinson, Esq., Queen's College, Galway
 Charles Walter Clifford, Esq., B.A., Oxford
 Nathaniel Baker, Esq.
 Robert George Gleun, Esq., LL.B., Cambridge
 Henry Hoyle Howorth, Esq.
 James Lewis, Esq., M.A., LL.D., Cambridge
 Charles Paine Pauli, Esq., B.A., Oxford
 Wynne Albert Banks, Esq., B.A., Cambridge
 Morris Davies, Esq.
 Stanley Edward Hicks, Esq., B.A., Cambridge
 Francis William Reitz, Esq.

By the Honourable Society of the Middle Temple.

Thomas De Courcy Atkins, Esq., B.A., Associate King's College, London; Exhibitioner Equity, 1865, and Common Law, 1866; Certificate of Honour, first class, Michaelmas, 1866, and Studentship Trinity, 1867
 Edmund Henry Turner Snell, Esq., B.A., B.L., Madras holder of Certificate of Honour, first class, Trinity, 1867
 David Mitchell Aird, Esq.
 William Evans Stokes, Esq., Queen's College, Oxford
 Thomas Lewis Ingram, Esq.
 Charles Wager Ryalls, Esq., LL.B., Trinity-hall, Cambridge

The Hon. Edward Frederick Kenyon, B.A., Trinity College, Cambridge

John Charles Henry Flood, Esq., University of London

Baldwyn Francis Fleming, Esq.

William Henry Cooke, Esq., B.A., University of London

Andrew Bowman, Esq., M.A., University of Sydney

Edward Bowman, Esq., M.A., University of Sydney

Antony George Shiel, Esq., LL.B., St. Peter's College, Cambridge

Henry Savill Young, Esq., Brasenose College, Oxford

Henri Galea, Esq.

Edwin Lawrence, Esq., LL.B., B.A., London

Ernest Fredk Abbott, Esq., LL.D., Heidelberg

Hippolyte Le Mière, Esq.

Woomes Chunder Bonnerjee, Esq.

William Alleyne Bishop Culpeper, Esq.

Jame Perronet Aspinall, Esq., B.A., London Universitys

William Anthony Musgrave Sheriff, Esq.

Joseph Washington Flood, Esq.

By the Honourable Society of Lincoln's Inn.

John Mott Maidlow, Esq., M.A., Oxford

George Parker, jun., Esq.

James Bryce, jun., Esq., B.C.L., Oxford

Arthur William Trollope Daniel, Esq., B.A., Cambridge

James Hutchinson Hutchinson, Esq., M.A., Oxford

Robert Romer, Esq., M.A., Cambridge

Allan Maclean Skinner, jun., Esq.

Roland Knyvet Wilson, Esq., M.A., Cambridge

Arthur Duncombe, jun., Esq., M.A., Oxford

James Joseph MacLaren, Esq., B.A., Cambridge

Sir Francis Wood

Robert Goulder Slipper, Esq., B.A., Oxford

Henry Fellows, Esq.

Govind Withul Kurkure, B.A., Cambridge

Richard Marsden Pankhurst, Esq., LL.D., London

Gerald Frederick de Livera, Esq., Oxford

By the Honourable Society of Gray's Inn.

Henry Blake Goodall, Esq., of Allahabad, India, Assistant-Secretary to the Board of Revenue, North-West Provinces.

Sidney Strong, Esq.

ORDER IN CHANCERY.

ACCOUNTANT GENERAL'S OFFICE.

June 5, 1867.

Whereas it is proper that the accounts kept by the Accountant General of this court should be examined and compared in order to settle the same, and whereas it will require considerable time to perfect such examination, and it is necessary that a time should be appointed for closing the books of accounts of the said Accountant General for the purposes aforesaid, I do order that the books of the said Accountant General be closed from and after Thursday, the 22nd day of August next, to Monday the 28th day of October next (inclusive), except upon the days, and for the purposes hereinafter mentioned, in order to adjust the accounts of the suitors with the books at the Bank, and that during that time no draft for any money, except as hereinafter provided, or certificate for any effects under the care and direction of this court, be signed or delivered out by the Accountant General, or any stocks or annuities accepted or transferred by him relating to the suitors of this court; and that no purchase, sale, or transfer be made by the Accountant General, unless the order and request or Registrar's Certificate be left at his office on or before Friday, the 9th day of August next, and that no order for payment of any money out of court, which may be then in court, be received in the Accountant General's Office after Monday the 12th day of August next. Provided nevertheless, that the office of the said Accountant General shall be open on Tuesday the 15th, Wednesday the 16th, and Thursday the 17th days of October next, for the delivery out of any regular interest drafts which may have become payable in respect of the October dividends, and of any other regular interest drafts which have become payable prior to or during the closing of the office as aforesaid. And to the end that the suitors may have notice hereof, and apply to the court as there shall be occasion, to have money paid to them out of the Bank or stocks or annuities transferred to them before the 22nd day of August next, I do order that this order be entered and set up in the several offices of this court.

(Signed)

CHELMSFORD, C.

COURT PAPERS.

CHANCERY SITTINGS.

After Trinity Term, 1867.

LORD CHANCELLOR.

Lincoln's Inn.

Tuesd, June 25 { The First Seal.—

Wednesday 26 { App. mtns. & apps

Thursday 27 { Petitions, & apps.

Friday 28 { Appeals.

Saturday 29 { Appeals.

Monday, July 1 { Appeals.

Tuesday 2 { Appeals.

Wednesday 3 { Appeals.

Thursday 4 { The Second Seal.—

Friday 5 { App. mtns. & apps.

Saturday 6 { Appeals.

Monday 7 { Appeals.

Tuesday 8 { Appeals.

Wednesday 9 { Appeals.

Thursday 10 { The Third Seal.—

Friday 11 { App. mtns. & apps.

Saturday 12 { Appeals.

Monday 13 { Appeals.

Tuesday 14 { Appeals.

Wednesday 15 { Appeals.

Thursday 16 { The Fourth Seal.—

Friday 17 { App. mtns. & apps.

Saturday 18 { Appeals.

Monday 19 { Appeals.

Tuesday 20 { Appeals.

Wednesday 21 { Appeals.

Thursday 22 { The Fifth Seal.—

Friday 23 { App. mtns. & apps.

Saturday 24 { Appeals.

Monday 25 { Appeals.

Tuesday 26 { Appeals.

Wednesday 27 { Petitions & Apps.

Thurs. Aug. 1 { The Sixth Seal.—

N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.

Chancery-lane.

Tuesd, June 25 { The First Seal.—

Wednesday 26 { Mtns. & gen. pa.

Thursday 27 { General paper.

Friday 28 { Petns. sht. caus.

Saturday 29 { adj. sums, and

Monday, July 1 { general paper.

Tuesday 2 { General paper.

Wednesday 3 { General paper.

Thursday 4 { The Second Seal.—

Friday 5 { Mtns. & gen. pa.

Saturday 6 { Petns. sht. caus.

Monday 7 { adj. sums, and

Tuesday 8 { general paper.

Wednesday 9 { General paper.

Thursday 10 { The Third Seal.—

Friday 11 { Mtns. & gen. pa.

Saturday 12 { Petns. sht. caus.

Monday 13 { adj. sums, and

Tuesday 14 { general paper.

Wednesday 15 { General paper.

Thursday 16 { The Fourth Seal.—

Friday 17 { Mtns. & gen. pa.

Saturday 18 { Petns. sht. caus.

Monday 19 { adj. sums, and

Tuesday 20 { general paper.

Wednesday 21 { General paper.

Thursday 22 { The Fifth Seal.—

Friday 23 { Mtns. & gen. pa.

Saturday 24 { Petns. sht. caus.

Monday 25 { adj. sums, and

Tuesday 26 { general paper.

Wednesday 27 { Remaining petns.

Thursday 28 { and general paper.

Friday 29 { The Sixth Seal.—

Thurs. Aug. 1 { Motions.

N.B.—At the sittings after Trinity Term, the Master of the Rolls will hear further considerations in pri-

ority to original causes, until those set down before the 22nd June have been disposed of, after which the Master of the Rolls will hear further considerations on every Monday during the sitting of the Court, but will not hear causes after the last seal.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORDS JUSTICES.

Lincoln's Inn.

Tuesd, June 25 { The First Seal.—

Wednesday 26 { App. mtns. & apps.

Thursday 27 { Appeals.

Friday 28 { Petns. in luncy,

Saturday 29 { bk. apps, and

Monday July 1 { Petns., and apps.

Tuesday 2 { Appeals.

Wednesday 3 { Appeals.

Thursday 4 { The Second Seal.—

Friday 5 { App. mtns. & apps.

Saturday 6 { Petns. in luncy,

Monday 7 { bk. apps, and

Tuesday 8 { Petns., and apps.

Wednesday 9 { Appeals.

Thursday 10 { Appeals.

Friday 11 { The Third Seal.—

Saturday 12 { App. mtns. & apps.

Monday 13 { Petns. in luncy,

Tuesday 14 { bk. apps, and

Wednesday 15 { Petns., and apps.

Thursday 16 { Appeals.

Friday 17 { Appeals.

Saturday 18 { The Fourth Seal.—

Monday 19 { App. mtns. & apps.

Tuesday 20 { Petns. in luncy,

Wednesday 21 { bk. apps, and

Thursday 22 { Petns., and apps.

Friday 23 { Appeals.

Saturday 24 { Appeals.

Monday 25 { The Fifth Seal.—

Tuesday 26 { App. mtns. & apps.

Wednesday 27 { Petns. in luncy,

Thursday 28 { bk. apps, and

Friday 29 { Petns., and apps.

Saturday 30 { Appeals.

Monday 31 { Appeals.

Tuesday 1 { The Sixth Seal.—

Thurs. Aug. 1 { App. mtns. & apps.

NOTICE.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

V. C. Sir JOHN STUART.

Lincoln's Inn.

Tuesd, June 25 { The First Seal.—

Wednesday 26 { Motions & causes

Thursday 27 { Causes.

Friday 28 { Petitions & caus.

Saturday 29 { Sht. causes & caus.

Monday, July 1 { Causes.

Tuesday 2 { Causes.

Wednesday 3 { The Second Seal.—

Thursday 4 { Motions & causes

Friday 5 { Sht. causes & caus.

Saturday 6 { Sht. causes & caus.

Monday 7 { Causes.

Tuesday 8 { Causes.

Wednesday 9 { The Third Seal.—

Thursday 10 { Mtns. and caus.

Friday 11 { Petns. & caus.

Saturday 12 { Sht. caus. & caus

The CHAIRMAN on rising to propose the toast of the evening. Prosperity to the Solicitors' Benevolent Association, was greeted with loud applause; and said, gentlemen, often as I have had the opportunity of rising in a court to address a jury, to engage their sympathies, and to endeavour to obtain their verdict, or in the House of Commons striving to engage the attention the speaker, I never had greater pleasure in rising than I have this evening in proposing the toast which I have the honour to place before you. In looking over the accounts of the proceedings of this society, it is impossible not to be struck with the great success which has attended the exertions of those who originally founded it, and I must congratulate you and the society on the great success which has attended

the exertions of those who have interested themselves in its welfare. I congratulate the society also on the number of persons who have been kind enough to assemble here to night. In the hour of sickness and distress, there are those who are ever ready to extend a willing hand of assistance; and there is nothing that so recommends itself to the profession in which we are all engaged, as those feelings which must exist in the minds of those who are subjected to sickness or calamity, whose wives and families may be dependent upon others for that support which may at a time of need fail them. There is no period of life at which sickness may not attack the strongest amongst us; and in which those who are in the enjoyment of perfect health and vigour may not be stricken down. It well became the members of the legal profession to consider whether they should not combine in order to render succour to those who needed it; this society sprang from that feeling, and has gradually grown, so that I trust the day is not far distant when its power and influence for good will extend over the whole profession. I regret on this occasion the absence of one who may be termed the founder of the society; I allude to Mr. Anderton. He is a gentleman who has devoted a long and useful life to the establishment of several institutions connected with the law, which will exercise a lasting influence on its members. To him is to be traced, I believe, the establishment of that great institution of the solicitors of this country, the Incorporated Law Society. It may not be known to many in this room, but as a young member of the profession he in his early days started a law society, which, I believe I am correct in stating, eventually terminated in the establishment of that great institution which watches over the interests and the welfare of the profession. Not content with that, shortly afterwards he was, I believe, the founder of the great institution for life insurance which eventually became one of the great institutions of the country, and now is second to none in importance. I mean the Law Life Insurance Society. But with the feelings which animated him, his scheme of benevolence extended itself to the foundation of this association. With what results the accounts which have been published may tell. When I see that the number of its subscribers and donors has year by year increased; that at last I believe it numbers almost one-fifth of the whole body of solicitors, I may well hope that in future years it will enrol amongst its members at least one-half, that it will then progress to three-fourths, and finally include the whole profession. But our satisfaction at the success which the association has achieved, is connected with a deep feeling of regret, that the founder of the association is laid on a bed of sickness, and so unable to be with us to night. I am proud to say that there are several gentlemen here on this occasion who have been good enough to favour us with their presence, who are not members of the association, let us hope they may be the means of reporting favourably of the society to others, when they find that the members of the profession of the law are able and willing to assist those who need succour.

This society is deeply indebted to that large body of solicitors who form so important a branch of the institutions of this country, which exercises an influence on every family, and to whose advice and assistance men are accustomed to resort, and upon whom the comfort and well-being of families depend. I am proud on this occasion to say, from a long experience, that the duties of solicitors are performed towards their clients with a feeling that they desire only those clients' interests; and the clients, in many instances, are well aware that they are indebted to the advice which they have received for the happiness which they enjoy. I need say little in order to induce you to support warmly and energetically and efficiently this institution, in which I hope none of you, nor any of your families, may ever feel a greater or deeper interest than that of a desire to benefit your fellows. I regret that in consequence of numerous pressing engagements, those who are associated with the higher branches of the law are prevented from having the honour of attendance, but I know that many of the judges and members of the bar have a deep sympathy with you. I trust that your funds may increase, that sympathy may be extended towards you, and result in much larger funds enabling you to distribute your assistance throughout the whole profession. I believe there is some difference of opinion as to whether the funds of the association should be extended beyond the members of it. If I may venture any advice, I would suggest that your influence be as

large as you can possibly make it. I believe you have the sympathy of the profession at large, with that sympathy you will have increased support, and I hope I may have the pleasure of attending again at some of your annual festivals.

Mr. THOMAS EIFFE, the secretary, then read a list of subscriptions and donations, amounting in the aggregate to nearly £600, of which the Lord Chief Justice Bovill contributed twenty-five guineas.

Mr. BRISTOW, Solicitor to the Admiralty, in an earnest speech, proposed the health of the chairman, and said his Lordship was another proof that the highest positions in the State were open to all the sons of England alike. Given talent, industry, and integrity, and nothing was impossible in a career. He said his lordship, at the outset of life, was articulated to a solicitor, but at the request of his employer he became one of the students of the Inns of Court, then a pleader of eminence, and they knew to what distinction he had ultimately risen.

HIS LORDSHIP acknowledged the toast in graceful terms, and said he was glad to meet so many friends, some of whom he had not seen for years. He was articulated to a solicitor well known in the city of London, and those articles were now on the records of the court. His employer was the late Mr. George Bower, of whom he learned lessons of high honour and integrity. It was by Mr. Bower's advice that he entered himself a student of the bar instead of practising as a solicitor, and the result they all knew.

Dr. SPINKS proposed "The Directors, Auditors, and Stewards," coupling with the toast the name of Mr. Harrison, deputy-chairman.

Mr. HARRISON acknowledged the toast, and "The Visitors," proposed by Mr. C. A. Smith, brought the proceedings to a close.

INCORPORATED LAW SOCIETY.

The Annual General Meeting of the members of the society will be held in the hall of the society, in Chancery-lane, on Friday, the 28th instant, at 2 o'clock precisely in the afternoon.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, June 13, 1867.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

| | |
|--------------------------------|----------------------------------|
| 3 per Cent. Consols, 9½ | Annuities, April, '85 12½ |
| Ditto for Account, July 10, 9½ | Do. (Red Sea T.) Aug. 1908 20½ |
| 3 per Cent. Reduced, 93½ | Ex Bills, £1000, 4 per Ct. 22 pm |
| New 3 per Cent., 93½ | Ditto, £500, Do pm |
| Do. 3½ per Cent., Jan. '94 | Ditto, £100 & £200, 26 pm |
| Do. 2½ per Cent., Jan. '94, 75 | Bank of England Stock, 6½ per |
| Do. 5 per Cent., Jan. '73 — | Ct. (last half-year) 255 |
| Annuities, Jan. '80 — | Ditto for Account, |

RAILWAY STOCK.

| Shares. | Railways. | Paid. | Closing Prices. |
|---------|---|-------|-----------------|
| Stock | Bristol and Exeter | 100 | 81 |
| Stock | Caledonian | 100 | 114 |
| Stock | Glasgow and South-Western | 100 | 111 |
| Stock | Great Eastern Ordinary Stock | 100 | 33½ |
| Stock | Do., East Anglian Stock, No. 2 | 100 | 7 |
| Stock | Great Northern | 100 | 119 |
| Stock | Do., A Stock * | 100 | 117 |
| Stock | Great Southern and Western of Ireland | 100 | 96½ |
| Stock | Great Western—Original | 100 | 47½ |
| Stock | Do., West Midland—Oxford | 100 | 27 |
| Stock | Do., do.—Newport | 100 | 32 |
| Stock | Lancashire and Yorkshire | 100 | 129½ |
| Stock | London, Brighton, and South Coast | 100 | 62 |
| Stock | London, Chatham, and Dover | 100 | 19 |
| Stock | London and North-Western | 100 | 117 |
| Stock | London and South-Western | 100 | 83 |
| Stock | Manchester, Sheffield, and Lincoln | 100 | 49 |
| Stock | Metropolitan | 100 | 127½ |
| Stock | Midland | 100 | 117 |
| Stock | Do., Birmingham and Derby | 100 | 87 |
| Stock | North British | 100 | 35 |
| Stock | North London | 100 | 115 |
| 10 | Do., 1866 | 5 | 6½ |
| Stock | North Staffordshire | 100 | 70 |
| Stock | Scottish Central | 100 | 50 |
| Stock | South Devon | 100 | 50 |
| Stock | South-Eastern | 100 | 68½ |
| Stock | Taff Vale | 100 | 154 |
| 10 | Do., C | — | 3½ pm |

* A receives no dividend until 6 per cent. has been paid to B.

INDIAN GOVERNMENT SECURITIES.

India Stock, 104 p. Ct. Apr. 74, 231
 Ditto for Account, —
 Ditto 5 per Cent. July, '80 109½d
 Ditto for Account, —
 Ditto 4 per Cent. Oct. '88, 97
 Ditto, ditto, Certificates, —
 Ditto Enfranch Ppr., 4 per Cent. 104

Ind. Inf. Pr., 5 p. Ct., Jan. '72, 103½
 Ditto, 5½ per Cent., May, '79, 109½
 Ditto Debentures, per Cent.,
 April, '64 —
 Do. Do. 5 per Cent., Aug. '73
 Do. Bonds, 5 per Ct., £1000.55 pm.
 Ditto, ditto, under £1000, 55 pm.

June 12.—Mr. Church made an order for the declaration of a dividend of 3s. in the pound on the debts proved, in the matter of Barned's Banking Company.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night

The Whitsuntide holidays as might have been expected have occasioned a considerable amount of dullness in the markets, allowing however for this influence, the funds still maintain their firm tone, and prices have made a further advance on the prices of last week. The influx of bullion to the Bank still continues. Since the reduction of the bank rate to 2½ which took place on the 30th, the discount demand has been very moderate indeed. Quotations from Paris have had rather a depressing effect than otherwise, upon the English markets; in spite of this however, the funds are still firm, a slight depression which took place this afternoon being attributable merely to the large realizations which the late rise in prices has tempted holders to make. Rentes 70f. 50c.

In the share-market the preparation for the approaching settlements just now engrosses everything, prices having rather a downward tendency.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLEAVE—On June 6, at Ancia-house, Mortlake, S.W., the wife of John J. Cleave, Esq., Barrister-at-Law, of a daughter.
 DAVIES—On June 6, at Glammer-villas, near Swansea, Glamorgan-shire, the wife of Richard Davies, Esq., Solicitor, of a daughter.
 EACON—On June 11, at No. 69, Gloucester-terrace, Hyde-park, the wife of William Mackmurdo Hacen, Esq., of a daughter.
 STRANG—On June 4, at 6, Buckingham-terrace, Edinburgh, the wife of George Yuille Strang, Esq., Solicitor, Glasgow, of a son.

MARRIAGES.

DAVIS—ARIA—On June 11, Edmund F. Davis, Esq., of No. 6, Cork-street, Burlington-gardens, W., to Florence, daughter of Alexander Arie, Esq., J.P., of 28, Clifton-gardens, Maids-hill, and late of Kingston, Jamaica.
 DEWDNEY—KELLY—On June 6, at St. John's, Hackney, John, son of Samuel Dewdney, Esq., of Brixham, Devon, to Emily Julia, daughter of James Wool Kelly, Esq., Solicitor, of Dalton and King's Pylon, Herefordshire.

GREAVES—FERNEYHOUGH—On June 6, at the parish Church of St. Werburgh, Derby, William Greaves, Esq., Solicitor, of 55, Middle-street, Brighton, and Shoreham, Sussex, to Caroline May Hood, daughter of William Ferneyhough, of Derby.

GREER—NUGENT—On June 11, in Clontarf Church, Samuel M. Greer, Esq., Barrister-at-Law, Dublin, and Springvale, Londonderry, formerly M.P. for that county, to Sarah Frances, daughter of D. Nugent, Esq., Killester-abbey.

DEATHS.

ANSTER—On June 9, at his residence in Dublin, John Anster, Esq., LL.D.
 THOMAS BLACKBURN—On May 31, at Corderry, county of Louth, Arthur Thomas Blackburn, Esq., son of the Right Hon. Francis Blackburn.

COBBY—On June 12, at his residence in Brighton, Chas. Cobby, Esq., Solicitor.

GIBSON—On May 31, Frederic William, son of Mr. Frederic George Gibson, of Sittingbourne, Kent, aged 6 years.
 GOODMAN—On June 8, Philip Cecil, son of the late R. A. Goodman, Esq., of 3, King's Bench-walk, Temple, aged 10 years.

HARTLEY—On June 7, William Hartley, Esq., Solicitor, 35, John-street, Bedford-row.

MEWBURN—On June 11, at Larchfield, Darlington, Francis Mewburn, Esq., Solicitor, aged 82.

MYERS—On May 10, at North-terrace, Darlington, William Myers, Esq., Solicitor.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, June 7, 1867.

LIMITED IN CHANCERY.

Alliance Contract Company (Limited).—Petition for winding-up, presented June 4, directed to be heard before Vice-Chancellor Wood on June 15. Duignan, Chancery-lane, Solicitor for the petitioners.
 Falmouth Hotel Company (Limited).—Petition for winding-up, presented June 5, directed to be heard before the Master of the Rolls on June 15. Cooke, Serjeants'-inn, Chancery-lane, Solicitor for the petitioner.

Garness Iron and Steel Works Company (Limited).—Vice-Chancellor Wood has, by an order dated April 27, appointed Herbert Harris Cusman, 8, Walbrook, to be official liquidator.
 Haughton Hat Company, Denton (Limited).—Vice-Chancellor Wood has, by an order dated April 29, appointed Francis Wilkinson Popplewell, Manchester, to be the official liquidator.

Isle of Wight Ferry Company (Limited).—Vice-Chancellor Wood has, by an order dated May 29, appointed William Moates, 28, Moorgate-st., official liquidator.

Palais d'Auteuil Company (Limited).—Petition for winding-up, presented June 4, directed to be heard before Vice-Chancellor Wood on June 15. Hathaway & Andrews, Bedford-row, solicitors for the petitioner.

Shackleford Ford & Company (Limited).—Petition for winding-up, presented June 4, directed to be heard before Vice-Chancellor Malins on June 14. W. & H. P. Sharp, Gresham-house, Old Broad-st., solicitors for the petitioners.

West London Wharves & Warehouses Company (Limited).—Petition for winding up, presented June 6, directed to be heard before the Master of the Rolls on June 15. Tilleard & Co, Old Jewry, solicitors for the petitioners.

TUESDAY, June 11, 1867.

LIMITED IN CHANCERY.

Artificial Leather Company (Limited).—By an order made by V.C. Malins, dated May 31, it was ordered that the voluntary winding up of the above company be continued, and it was ordered that the appointment by the company of Frederick Bertram Smart and Dr. Edward Bishop as liquidators, be confirmed. Snell, George-st., Mansion House, Solicitor for the petitioner.
 North Atlantic Telegraph Company (Limited).—By an order made by V.C. Malins, dated May 31, it was ordered that the above company should be wound up. Pritchard, 4, Adam's-court, Old Broad-st., Solicitor for the petitioners.

New Nantyrwyn Mining Extension Company (Limited).—By an order made by V.C. Stuart, dated May 31, it was ordered that the above company be wound up. Hathaway & Andrews, Bedford-row, Holborn. Solicitors for the petitioners.

London and Provincial Starch Company (Limited).—By an order made by V.C. Wood, dated June 3, it was ordered that the above company be wound up. Pedley, Poultry, Solicitor for the petitioner.

STANNARIES OF CORNWALL.

Crowan Consols Mining Company.—Petition for winding-up, presented May 31, directed to be heard before the Vice-Warden, at 18, Thurlow-sq. Old Brompton, on June 18 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before June 14, and notice thereof must at the same time be given to the petitioner, his solicitors, or their agents. Hodge & Co, Truro, petitioner's solicitors.
 South Cornwall Mining Company (Limited).—Petition for winding up, presented June 1, directed to be heard before the Vice-Warden, 18, Thurlow-sq. Brompton, on Monday June 17 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Thursday June 13, and notice thereof must, at the same time, be given to the petitioner, his solicitor, or agent. Upton, Leeds Solicitor for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 7, 1867.

Messenger, Joseph, Bishop Auckland, Durham, Innkeeper. July 1.
 Messenger & Messenger, V. C. Wood.
 Winder, Robt, sen, Montrose-villa, Caledonian-rd, Carcase Butcher. July 5.
 Winder & Winder, V. C. Wood.
 Adams, Wm Hy, Plas Llyssan Carne, Montgomery. July 3.
 Adams & Adams, V. C. Malins.

TUESDAY, June 11, 1867.

Baulch, Chas, Bristol, Wholesale Boot Manufacturer. July 8.
 Brightman & Lewis, M. R.
 Birdsey, Thos, North-rd, Finchley, Grocer. June 25.
 Birdsey & Birdsey, V. C. Stuart.
 Cross, Sophia Matilda, Georgiana-st, Camden-town, Widow. June 26.
 Philips & Battiscombe, V. C. Stuart.
 Duffield, John, Birch, Essex, Innkeeper. July 5.
 Duffield & Cross, M. R.
 Dyer, Ellis, Bristol, Spinster. July 5.
 Arnold & Tanner, M. R.
 Thomas, John, New-rd, St George's East, Watchmaker. July 5.
 Roberts & Thomas, V. C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 7, 1867.

Brett, Geo Hollis, Shoe-lane, Baker. July 18.
 Wright, Bedford-row.
 Calley, Wm, Old Hats Inn, Ealing, Licensed Victualler. Sept 27.
 Fryer, Gray's-inn-pl.
 Cochran, Thos, Jamaica, West Indies, Major. Aug 9.
 Sheppard & Riley, Moorgate-st.
 Connop, Richd, Durants, Enfield, Major-General. July 31.
 Turner & Son, Jermyn-st, St James's.
 Crofts, Joseph, Gt Bentley, Essex, Clerk. Aug 1.
 Josselyn & Son, Ipswich.
 Cuffley, Alexander Don, Manch, Lancaster, Architect. Aug 1.
 Wood, Manch.
 Duchesne, Richd Collier, Bath, Tea Dealer. July 8.
 Slack & Simmons, Bath.
 Falkner, Mary, Winchester, Widow. July 15.
 Bowker, Winchester.
 Gater, Ann, Alsager, Chester, Widow. Aug 1.
 Ward & Holmes, Burslem.
 Honeysett, Edwd, Sedlescombe Stream, Sussex, Gent. July 15.
 Richards, Warwick-st, Regent-st.
 Hunt, Chas, Bath, Gent. July 31.
 Stone & Co, Bath.
 Jones, Catherine, Penybont, nr Corwen, Merioneth, Spinster. July 6.
 Hughes, Corwen.
 Lewington, Thos, Westow-hill, Norwood, Gent. July 5.
 Allen & Son, Carlisle-st, Soho-sq.
 Newlove, Hannah, Marsh Lodge, Allerston, York, Widow. Aug 1.
 Moody & Co, Scarborough.
 Ockleston, Thos, Mill Bank, within Partington, Chester, Paper Manufacturer. Aug 1.
 Wood, Manch.
 Primrose, Mary, Emsworth, Hants, Widow. July 15.
 Browning Austin-frs.
 Rogers, John Davies, Mile-end-rd, Gent. July 6.
 Baddeley & Sons, Leman-st.
 Sawyer, Hy, Croydon, Surrey, Gent. Oct 1.
 Langham & Son, Hastings.
 Saywell, Harriet Oretta, King's-ter, Fulham, Beershop Keeper. July 1.
 Chamberlain, Grafton-st, Fitzroy-sq.

Saywell, Wm Hy, King's-ter, Fulham, Blacksmith. July 1. Chamberlain, Grafton-st, Fitzroy-sq.
Smith, Danl Omer, St Paul's-churchyard, Bookseller. July 20. Turnley & Co, New Burlington-st.
Smith, Thos, Ashfield, Worcester, Gent. Sept 9. Pidcock & Son, Worcester.
Vollie, John, Cotesbach, Leicester, Farmer. July 5. Hubbard, Rugby.
Williams, David, Court Sart, Glamorgan, Farmer. July 16. Jones & Curtis, Neath.
Wiltshire, John, Bathford, Somerset, Esq. July 31. Stone & Co, bath.

TUESDAY, June 11, 1867.

Browne, Brotherton, Waterloo-pl, Lieut.-Col, July 25. Clarke, Chapel-st, Bedford-row.
Cooper, Joseph Hy, Peckham-rye-common, Midshipman, Oct 1. Burls, Peckham-rye-common.
Culverwell, Richd, North-st, Clapham, Gent. July 8. Lovell, Charles-st, Westminster.
Danson, Abraham, Newgate-market, Meat Salesman. Aug 3. Camp, Paternoster-row.
Eastwick, Charlotte, Walton-on-Thames, Surrey, Widow. Aug 1. Wheatly, Southampton-buildings, Chancery-lane.
Garlike, Mary, Gt Malvern, Worcester, Spinster. July 19. Cawley & Whatley, Gt Malvern.
Gill, Geo, Hindon, Durham, Farmer. July 22. Watson, Barnard Castle.
Gray, Geo, Rose-cottage, Bow. July 10. Jones & Co, Toolay-st, Southwark.
Hornsby, Wm, Gt Brington, Northampton, Farmer. July 13. Becke, Northampton.
Larcom, Ellis, Anglosey-village, Southampton, Spinster. July 10. Radcliffe & Davies, Craven-st, Strand.
Marshall, Wm Hy, Bristol, Gent. Aug 1. Gregory & Son, Bristol.
Scotson, Geo, Sheraton Grange, Durham, Farmer. July 20. Todd, Hartlepool.
Silverthorne, Wm, Bath, Somerset, Solicitor. Aug 6. Silverthorne, Notting hill.
Slack, Joseph, West Smithfield, Woollen Draper. July 12. Walters & Gush, Basinghall-st.
Spokes, Danl, Kissingbury, Northampton, retired Miller. Sept 1. Britten.
Stapleton, Wm, Staines, Fishmonger. Aug 1. Wheatly, Southampton-buildings, Chancery-lane.
Stott, John, Cammersgill, York, Farmer. July 10. Hammond & Son, West Burton, Bedale.
Watkinson, Hy John, Lee-green, Miffield, York, Surgeon. Within one calendar month. Hill, Halifax.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 7, 1867.

Abington, Hy, Fetter-lane, Holborn, Fruiterer. May 9. Comp. Reg June 5.
Beer, John, Bideford, Devon, Shopkeeper. May 31. Comp. Reg June 6.
Bell, Anthony, Belper, Derby, Grocer. May 18. Asst. Reg June 5.
Berrey, Fredk Hope, Southport, Lancaster, out of business. May 27. Asst. Reg June 6.
Brookes, Thos, Oldbury, Worcester, Publican. May 9. Comp. Reg June 6.
Buckland, Thos Geo, Upper St Paul's-cres, Vocalist. June 6. Comp. Reg June 7.
Carr, Andrew, & John Mensforth Carr, Newcastle-upon-Tyne, Newspaper Proprietors. May 15. Asst. Reg June 6.
Constable, Benj, Jan, King's-rd, Ball's-pond, Attorney's Clerk. June 7. Comp. Reg June 5.
Costello, Jas, Old Kent-rd, Earthenware Dealer. May 8. Comp. Reg June 4.
Crannidge, Wm Hy, High-st, Camden Town, Draper. May 10. Comp. Reg June 7.
Craven, John Berkeley, Garden-ter, Goding-st, Vauxhall, Accountant's Clerk. June 1. Comp. Reg June 6.
Davy, Wm, Holbeach Marsh, Lincoln, Farmer. May 10. Asst. Reg June 6.
Fauntleroy, Chas Sidney, Bermondsey-st, Woolstapler. May 14. Comp. Reg June 7.
Fegan, Edwd, Wolverhampton, Stafford, Hosier. May 25. Comp. Reg June 5.
Flanders, Smith, Deal, Kent, Draper. May 25. Comp. Reg June 7.
Forshaw, Jabez Hy, Barrow-in-Furness, Lancaster, Builder. May 13. Comp. Reg June 5.
Fyffe, Eleanor Ann, Brighton, Sussex, Widow. May 23. Comp. Reg June 7.
Gibson, Wm, Kennington-pk-rd, Gent. June 3. Comp. Reg June 4.
Godfrey, Fredk Geo, Cheltenham, Gloucester, Billiard Marker. May 31. Comp. Reg June 7.
Goodrick, Geo Thos, Gt Yarmouth, Norfolk, Shoe Manufacturer. May 9. Asst. Reg June 6.
Green, Walter, Athercliffe, Sheffield, Grocer. May 10. Asst. Reg June 5.
Harding, Thos, Marylebone-rd, Furniture Dealer. June 6. Comp. Reg June 7.
Harris, Saml, Greenwich, Kent, Builder. May 30. Comp. Reg June 5.
Harris, Simon, Cardiff, Glamorgan, Pawnbroker. May 13. Comp. Reg June 4.
Harrison, Geo Cooper, Bacup, Lancaster, Cotton Spinner. June 4. Comp. Reg June 6.
Hill, Jas, Ashford, Kent, Grocer. May 21. Comp. Reg June 6.
Hine, Geo, Winkhill, Stafford, Paper Manufacturer. May 29. Asst. Reg June 5.
Hogg, Jas, jun, St Bride's-avenue, Fleet-st, Publisher. May 9. Asst. Reg June 5.
Hughes, Wm, Wrexham, Denbigh, Attorney's Clerk. May 31. Asst. Reg June 6.
Humphrey, Joseph, Kelvedon, Essex, Cooper. May 8. Comp. Reg June 4.

Ibbetson, Hy, Hulme, Manch, Furniture Dealer. May 10. Comp. Reg June 6.
Jones, John D, Neath, Glamorgan, Grocer. May 22. Asst. Reg June 7.
Jones, David, Merthyr Tydvil, Glamorgan, Tailor. May 30. Asst. Reg June 5.
Jukes, Joseph, Rook Ferry, Chester, Timber Merchant. May 31. Comp. Reg June 7.
Keighley, Hy Jas, Odessa-rd, Forest-gate, Solicitor's Clerk. June 3. Comp. Reg June 7.
Lake, Geo Walter Gidley, Gresham-st, Manager of Insurance Companies. May 28. Inspectorship. Reg June 7.
Luke, Silvanus, Warminster, Wilts, Plumber. June 1. Comp. Reg June 6.
McKay, John Cowan, Clifton, Bedford, Draper. June 1. Comp. Reg June 6.
Mellor, Thos, Barnsley, York, Confectioner. May 14. Asst. Reg June 7.
Miles, Wm, Bath, Wine and Spirit Merchant. May 10. Comp. Reg June 6.
Ollard, Jas, Abercarn, Monmouth, Master Mariner. May 18. Comp. Reg June 4.
Oxley, John Albert, Bristol, Malster. May 7. Asst. Reg June 3.
Parkes, John, Birm, Screw Manufacturer. May 10. Asst. Reg June 6.
Pitts, Jas, Docking, Norfolk, Grocer. May 21. Asst. Reg June 6.
Player, Edmd, Pensbury-lawn, Wandsworth-rd, Gent. May 6. Comp. Reg June 6.
Poulton, Hy, Nowell, Coleman-st, Merchant. May 1. Asst. Reg June 5.
Read, Geo, Montague-rd, Norfolk-rd, Licensed Victualler, May 10. Comp. Reg June 3.
Rose, Isaac Bowman, & Richd Rose, St Helen's, Lancaster, Druggists. May 15. Comp. Reg June 5.
Scott, Thos, Sunderland, Durham, Bootmaker. May 7. Comp. Reg June 7.
Shaw, John, Huddersfield, York, Yarn Spinner. June 1. Comp. Reg June 4.
Shearlin, Geo, Dulwich, Surrey, Plumber. June 1. Comp. Reg June 6.
Sparrow, Jas, Edwd Burton, & Thos Baker, Birm, Warehouseman. May 11. Comp. Reg June 5.
Stafford, Wm, & Wm Porter McCallum, Blackburn, Lancaster, Importers. May 11. Asst. Reg June 5.
Stanton, Wm, Stoke Damerei, Devon, Gunner. May 10. Comp. Reg June 5.
Stephens, Hy, Bristol, Metal Smelter. May 31. Comp. Reg June 6.
Sutcliffe, Eliz, Halifax, York, Widow. May 10. Comp. Reg June 6.
Taylor, Richd Gordon, Southport, Lancaster, Perfumer. June 1. Comp. Reg June 6.
Taylor, Fredk, & Louis John Macdonald, Bristol, Wine Merchant. May 8. Asst. Reg June 4.
Thuell, Wm Joy, Plymouth, Devon, Tobaccoconist. May 27. Asst. Reg June 5.
Turner, Fredk, Hall Bank, nr Ditton, Lancaster, Cotton Salesman. June 3. Comp. Reg June 6.
Vineberg, Moritz, Gt Tower-st, Liqueur Merchant. May 11. Comp. Reg June 5.
Walker, John, Heigham, Norwich, Draper. May 11. Asst. Reg June 5.
White, John, Birm, Hay Dealer. May 30. Comp. Reg June 6.
Wilkinson, Silvester, Bradford, York, Millwright. May 9. Asst. Reg June 4.
Williams, Eliza, Maitland-pk-ter, Haverstock-hill, Spinster. June 1. Comp. Reg June 6.
Wirth, Christian Gottlieb, Charlotte-st, Whitechapel, Provision Dealer. June 2. Comp. Reg June 6.
Wyldo, Fedor de, College-st, Camden-town, Gent. May 27. Asst. Reg June 4.

TUESDAY, June 11, 1867.

Adams, John, Blackman-st, Borough, Milliner. May 23. Comp. Reg June 7.
Bartlett, Theophilus, Hook, Dorset, Miller. May 10. Asst. Reg June 8.
Bennett, Robt, Whittlesey, Cambridge, Innkeeper. May 13. Asst. Reg June 7.
Birchall, John, Manch, Cabinet Maker. May 22. Asst. Reg June 10.
Boulton, Joe Seels, Vashborough, York, Chymist. May 16. Asst. Reg June 8.
Campbell, Duncan, Birm, Travelling Draper. May 27. Asst. Reg June 7.
Coqui, Adolph, St Swithin's-lane, Merchant. June 8. Asst. Reg June 8.
Davies, Elias, jun, Aberystwith, Cardigan, Linendraper. June 4. Comp. Reg June 8.
Davies, Edwd, Solihull, Warwick, Licensed Victualler. May 14. Comp. Reg June 10.
Downes, Wm, Clun, Salop, Relieving Officer. May 13. Asst. Reg June 10.
Eastwood, John, Bradford, York, Machine Wool Comber. May 11. Asst. Reg June 8.
Ellis, John, Wakefield, York, Grocer. May 16. Asst. Reg June 8.
Gieruldsen, John, Lpool, Ship Store Dealer. May 14. Asst. Reg June 10.
Gloer, Michael Bernhardt, Commercial-st, Spitalfields, Glass Merchant. June 5. Comp. Reg June 8.
Gough, Wm, Walsall, Stafford, Plater. May 18. Comp. Reg June 7.
Gregor, Hy, Llangefelach, Glamorgan, Licensed Victualler. May 14. Comp. Reg June 8.
Hardwick, Benj, Thistle grove, Brompton, Attorney-at-Law. May 29. Asst. Reg June 8.
Haworth, Gilbert, Rochdale, Lancaster, Bookseller. June 3. Comp. Reg June 8.
Hirst, Edwin, Goswell-rd, Chancemonger. June 3. Comp. Reg June 8.
Jenkins, Thos, Bexley-heath, Kent, Bookseller. May 23. Comp. Reg June 7.

Jones, Rach, Llandovery, Carmarthen, Widow, & Thos Bowen Jones, Draper. May 18. Asst. Reg June 10.
 Macdonald, John Gordon, Walsall, Stafford, Draper. May 13. Asst. Reg June 10.
 Morris, Geo, Hackney-rd, Beershop-keeper. May 20. Comp. Reg June 8.
 Newton, Joseph, Titchfield, Southampton, Grocer. May 11. Comp. Reg June 8.
 Oakden, Louis Philip, Dudley, Worcester, Attorney's Clerk. June 3. Comp. Reg June 8.
 Passman, Mary, Stockton, Durham, Widow. May 13. Asst. Reg June 8.
 Pluckett, Thos, Wellingborough, Northampton, Grocer. May 10. Asst. Reg June 7.
 Percell, Joseph, Manch, Boot and Shoe Dealer. May 16. Comp. Reg June 8.
 Pyne, Richd Wm, Wanstead, Essex, Builder. June 4. Comp. Reg June 7.
 Redgrave, Thos, Bow-st, Beerhouse-keeper. June 3. Asst. Reg June 10.
 Ryalls, John, Sheffield, Attorney. May 24. Asst. Reg June 8.
 Samsela, Lewis, Horfield, Gloucester, Farmer. June 7. Comp. Reg June 10.
 Shaw, John, Huddersfield, York, Beerseller. May 30. Asst. Reg June 7.
 Smith, Saml Fuller, Mildenhall, Suffolk, Chemist. May 21. Asst. Reg June 8.
 Steele, Hy, Birm, Hairdresser. May 14. Comp. Reg June 10.
 Stutchbury, John Hy, Stockbridge, Hampshire, Goods Warehouseman. June 4. Comp. Reg June 10.
 Thornton, Hy, Middlesbrough, York, Licensed Victualler. May 15. Comp. Reg June 8.
 Tooth, Robt, Cranbrook, Kent, Gent. May 10. Asst. Reg June 7.
 Tristram, John, Maid-a-hill East, Family Grocer. May 28. Asst. Reg June 10.
 Troncoe, Wm, Lime-st, Commission Agent. May 7. Comp. Reg June 8.
 Williams, John, Neath, Glamorgan, Grocer. June 4. Comp. Reg June 7.
 Williams, David, Llangamarch, Brecon, Innkeeper. May 15. Asst. Reg June 7.

Bankrupts.

FRIDAY, JUNE 7, 1867.

To Surrender in London.

Barkentin, Jes, Regent-st, Goldsmith. Pet June 4. June 19 at 12.
 Preston & Dorman, Basinghall-st.
 Collins, Jas, Gt Bath-st Clerkenwell, Butcher. Pet June 4. June 20 at 2. Allen, Chancery-lane.
 Coombs, Savill Jas, Devonshire-pl, Wandsworth-rd, Surgeon. Pet June 4. June 20 at 3. Bickley, Bouvierie-st, Fleet-st.
 Curtis, Matthew, Bell-green, Lower Sydenham, Baker. Pet June 4. June 26 at 12. Payne, Bedford-row.
 Davey, Wm, & Hy Davey, Percy-ter, Westow-hill, Up Norwood, Eating-house Keepers. Pet June 3. June 26 at 12. Lewis, Gt Marlborough-st.
 Freeman, Benj, & Geo Page, Rhyl-st, Kentish Town, Builders. Pet June 3. June 20 at 1. Underwood, Chancery-lane.
 Faltrove, Fredk, Woodfield-pl, Harrow-rd. Pet May 29. June 19 at Walker & Twyford, Southampton-st, Bloomsbury.
 Grimley, Chas, Weedington-rd, Kentish-town, Plumber. Pet June 4. June 19 at 12. Rowell, Connaught-ter, Edgware-rd.
 Handover, Chas, Edinburg-ter, Kensington, Carpenter. Pet June 1. June 20 at 1. Hicks, Coleman-st.
 Hardie, Geo, Prisoner for Debt, Reading. Pet May 31. June 19 at 2. Slocombe, Reading.
 Harrison, Robt Hooper, Brougham-rd, Dalston, Chemist. Pet June 4. June 19 at 12. Fenton, Gloucester-ter, Cambridge-heath.
 Jones, Thos Octavius, Aldersgate-st, Brick Manufacturer. Pet June 19 at 2. Cavell, Waterloo-pl, Pall-mall.
 Kearns, John, Greenwich-st, Upper Thames-st, Wharfinger. Pet May 30. June 26 at 2. Wilkinson & Co, Nicholas-lane.
 Ladd, John, British-st, Bow, Builder. Pet June 3. June 20 at 2. Fenton, Gloucester-ter, Cambridge-heath.
 Nelson, Thos Chas, Kingston-upon-Thames, Boat Builder. Pet June 4. June 19 at 1. Marshall, Lincoln's-inn-fields.
 Ross, Geo, Wistow, Huntingdon, Brewer. Pet June 4. June 19 at 12. Webster, Basinghall-st.
 Ross, Wm, Gt Guildford-st, Southwark, Carpenter. Pet June 3. June 19 at 11. Harrison, Basinghall-st.
 Santillana Jose Alvarez, Prisoner for Debt, London. Pet June 3 (for pau). June 19 at 11. Wood, Newcastle-st, Strand.
 Schaffer, Geo, Princes-st, Upper Stamford-st, Omnibus Proprietor. Pet May 27. June 28 at 1. Gant, Cornhill.
 Scott, Peter Turtle, Prisoner for Debt, London. Pet June 4 (for pau). June 19 at 12. Goatly, Bow-st, Covent-garden.
 Stevens, Wm John, Prisoner for Debt, London. Pet June 3 (for pau). June 26 at 12. Dobie, Basinghall-st.
 Taylor, Joseph Job, Willow-place, Deptford New-town, Boot and Shoe Maker. Pet June 5. June 20 at 11. Spiller, South-place, Finsbury.
 Teale, Geo Starling, Stainsby-ter, Poplar, Commercial Traveller. Pet June 4. June 26 at 12. Innes & Son, Leadenhall-st.
 Wackett, Alfred Bond, Prisoner for Debt, London. Pet June 4 (for pau). June 30 at 2. Pittman, Guildhall-chambers, Basinghall-st.
 Watson, Wm Patman, Prisoner for Debt, London. Pet June 5 (for pau). June 20 at 2. Pittman, Guildhall-chambers, Basinghall-st.
 Webb, John Saml, Blackman-st, Southwark, Dealer in Gutta Serena. Pet June 4. June 26 at 12. Silvester, Gt Dover-st, Newington.

To Surrender in the Country.

Andsley, Fredk Jas, Manch, Agent. Pet June 5. Manch, June 25 at 9.30. Ambler, Manch.
 Armstrong, Robt, Durham, out of business. Pet June 1. Durham, June 19 at 11. Salkeld, Durham.
 Ashton, John Augustus, Warrington, Lancaster, Saw Blade Maker. Pet June 3. Warrington, July 1 at 11. Moore, Warrington.
 Atkinson, John, Leeds, out of business. Pet June 1. Leeds, June 20 at 12. Harle, Leeds.

Atkinson, Robt, Darlington, Durham, Brass Founder. Pet May 25. Newcastle-upon-Tyne, June 19 at 11.30. Hoyle & Co, Newcastle-upon-Tyne.
 Bach, Hy, Easthope, Salop. Adj May 14. Shrewsbury, June 23 at 11. Davies, Shrewsbury.
 Bamber, Wm, Old Accrington, Lancaster, Engine Driver. Pet May 31. Haslingden, June 28 at 11. Backhouse, Blackburn.
 Bennett, Alfd, St Austell, Cornwall, Draper. Pet June 6. Exeter, June 19 at 11. Fryer, Exeter.
 Carswell, Wm, Prisoner for Debt, Manch. Adj May 14. Manch, June 25 at 9.30. Slater, Manch.
 Carruthers, Wm, Lpool, Joiner. Pet May 29. Manch, June 18 at 11. Woodburn, Lpool.
 Clarke, Thos, Arnold, Nottingham, Farm Labourer. Pet June 1. Nottingham, June 26 at 11. Belk, Nottingham.
 Cole, John, Birm, Journeyman Cabinet Maker. Pet April 29. Birm, June 21 at 10. Charles, Birm.
 Cooper, Thos, Kingston-upon-Hull, Butcher. Pet June 4. Kingston-upon-Hull, June 18 at 1. Summers, Hull.
 Cross, John Hy, Nottingham, Clerk. Pet Feb 17. Nottingham, June 26 at 11. Heath, Nottingham.
 Cross, Joseph, Wolverhampton, Provision Merchant. Pet May 21. Wolverhampton, June 24 at 12. Stratton, Wolverhampton.
 Dukes, Thos, Scarborough, York, out of business. Pet June 6. Leeds, June 24 at 11. Harle, Leeds.
 Durant, Fras Ossian, Shiffnal, Salop, Clerk. Pet June 4. Birm, June 21 at 12. Leeke, Shiffnal.
 Edwards, Wm, Carnarvon, General Dealer. Pet June 5. Lpool, June 21 at 12. Best, Lpool.
 Elmore, Thos, Ekeington, Lincoln, Cabinet Maker. Pet June 4. Sleaford, June 24 at 10. Brown & Son, Lincoln.
 Evans, Anne, Aberayron, Cardigan, Widow. Pet June 1. Aberayron, June 19 at 2. Jordan, Aberayron.
 Farrell, Geo, Faringdon, Berks, Glass and China Warehouseman. Pet June 3. Faringdon, June 25 at 10. Lovett & Son, Cricklade.
 Firth, Geo, Prisoner for Debt, Kingston-upon-Hull. Pet May 27. Kingston-upon-Hull, June 18 at 12. Hudson & Noble, Hull.
 Ford, Hy Wm, Cheltenham, Gloucester, Waggon Builder. Adj April 3. Bristol, June 19 at 11. Abbot & Leonard, Bristol.
 Frankish, Jabez, Barton-upon-Humber, Lincoln, Corn Dealer. Pet June 6. Leeds, June 26 at 12. Brown & Son, Lincoln.
 Wardley, John Thos Hainsworth, & John Unwin, Haslingden, Lancaster, Cotton Waste Spinners. Pet May 28. Manch, June 25 at 11. Marsland & Addleshaw, Manch.
 Hamer, Ephraim, Watt Royd, Golcar, Huddersfield, Hand Loom Weaver. Pet April 22. Huddersfield, June 27 at 10. Freeman, Huddersfield.
 Hames, Benj, Leicester, Butcher. Pet June 3. Leicester, June 22 at 10. Petty, Leicester.
 Hart, John, Tranmere, Chester, Greengrocer. Pet June 4. Birkenhead, June 21 at 3. Anderson, Birkenhead.
 Haynes, John, Grantham, Lincoln, Gardener. Pet June 3. Grantham, June 17 at 11. Mallin, Grantham.
 Henshall, Edwd, Kingston-upon-Hull, Comm Agent. Pet June 6. Leeds, June 26 at 12. Bell & Leak, Hull.
 Hill, Chas, Gloucester, Ironmonger. Pet May 23. Bristol, June 19 at 11. Wilkes, Gloucester.
 Holdroyd, Rowland, Huddersfield, German Yeast Dealer. Pet March 21. Huddersfield, June 27 at 10. Freeman, Huddersfield.
 Hough, John, Willenhall, Stafford, Retailer of Beer. Pet May 25. Wolverhampton, June 24 at 12. Underhill, Wolverhampton.
 Hughes, Jas Chas, Northwich, Chester, Milliner. Pet June 3. Northwich, June 17 at 11. Thompson, Northwich.
 Jackson, Jas, Ludlow, Salop, Innkeeper. Pet May 27. Birm, June 19 at 12. James & Griffin, Birm.
 Jackson, Josiah, Tranmere-pk, Chester, Joiner. Pet June 3. Birkenhead, June 21 at 3. Anderson.
 Jones, Edwin, Birm, out of business. Pet June 3. Birm, June 21 at 10. Fallows, Birm.
 Jones, Joseph, Frondeg, Merioneth, Builder. Adj May 8. Dolgelly, June 17 at 11. Williams, Carnarvon.
 Kimberley, John, Wednesfield Heath, nr Wolverhampton, Licensed Victualler. Pet May 16. Wolverhampton, June 24 at 12. Bartlett, Wolverhampton.
 Lenter, Thos Howard, Rancorn, Chester, Professor of Music. Pet June 4. Rancorn, June 18 at 11. Day, Rancorn.
 Mason, Hy Rd, Bloxwich, Stafford, Avi-blade Manufacturer. Pet June 1. Walsall, June 22 at 12. Stanley, Walsall.
 Moore, Maria, Nottingham, Lace Dresser. Pet June 4. Birm, June 18 at 11. Cranich, Nottingham.
 Morgan, John, Llanfyllin, Montgomery, Innkeeper. Pet June 6. Llanfyllin, June 20 at 12. Fughe, Llanfyllin.
 Needham, Wm, Bilston, Stafford, Grocer. Pet June 3. Birm, June 21 at 12. Stratton, Wolverhampton.
 Onkes, Wm, Ardwick, Manchester, Greengrocer. Pet June 5. Manch, June 25 at 9.30. Leigh, Manch.
 Oakes, Thos, Burslem, Stafford, Journeyman Tin Plate Worker. Pet June 5. Manch, June 25 at 9.30. Sutton, Burslem.
 Onthwaite, Thos, Leeds, out of business. Pet May 31. Leeds, June 20 at 12. Harle, Leeds.
 Pagan, Wm, Sheffield, Draper. Pet June 3. Leeds, June 19 at 12. Chambers & Waterhouse, Sheffield.
 Perkins, Hy, Clyro, Radnor, Shopkeeper. Pet June 1. Hay, June 20 at 12. Games, Hay.
 Porritt, Stephen, Charlesworth, Leeds, Journeyman Bricklayer. Pet June 1. Leeds, June 20 at 12. Harle, Leeds.
 Potts, Thos, Chester, Beerhouse Keeper. Pet June 5. Chester, June 18 at 12. Churton, Chester.
 Richard, Robt, Stourbridge, Worcester, Malster. Pet June 3. Birm, June 19 at 12. Freer & Ferry, Stourbridge.
 Richards, Hannah, Leicester, out of business. Pet June 3. Leicester, June 22 at 10. Petty, Leicester.
 Richardson, Wm, Lpool, Draper. Pet June 1. Lpool, June 20 at 3.30. Basker, Lpool.
 Robinson, Solomon, South Normanton, Derby, out of business. Pet May 23. Alfreton, June 17 at 12. Briggs, Derby.
 Richardson, Isabella, Newcastle-upon-Tyne, Milliner. Pet June 1. Newcastle, June 22 at 10. Bousfield, Newcastle-upon-Tyne.

Rudler, Wm, Wolverhampton, out of business. Pet June 3. Wolverhampton, June 24 at 12. Thurstans, Wolverhampton.
 Sanders, Wm Hy, Bloxwich, Stafford, Lock Maker. Pet June 4. Birm, June 19 at 12. Glover, Walsall.
 Smith, Joseph, Litchurch, nr Derby, Engineer. Pet June 4. Birm, June 18 at 11. Moody, Derby.
 Sperring, John, Metheringham, Lincoln, Gent. Pet June 4. Birm, June 18 at 11. Brown, Lincoln.
 Warner, Thos, Hanley, Stafford, Carpenter. Pet June 4. Hanley, July 13 at 11. Sutton, Burslem.
 Whitley, John, Lincoln, Dealer in Hardware. Pet June 5. Lincoln, June 22 at 11. Rex, Lincoln.
 Wild, Jas, Manch, Chemist. Pet June 3. Manch, June 24 at 11. Eltoft & Hampson, Manch.
 Wintle, Jas, Stenders, East Dean, Gloucester, Shoemaker. Pet June 3. Newnham, June 19 at 10. Robinson, Mitcheldean.
 Young, Middleton, Newtown, Dorset, Timber Tranter. Pet June 3. Poole, June 20 at 11. Tanner, Wimborne.

TUESDAY June 11 1867.

To Surrender in London.

Andrews, Jas, Queen's-crescent, Kentish-town, Fruiterer. Pet June 6. June 27 at 12. Fenton, Gloucester-ter, Cambridge-heath.
 Aecher, Joseph, Bury-st, St Mary Axe, Pianist. Pet June 7. June 26 at 2. Kent, Mitre-et-chambers, Temple.
 Bigg, Fredk, Camberwell-grove, Gent. Pet June 7. June 27 at 1. Thomson & Son, Cornhill.
 Botly, Thos Wm, Catherine-st, Hoxton, Grocer. Pet June 7. June 27 at 1. Riches, King's Bench-walk, Temple.
 Campbell, John, Farington, Berks, Railway Station Master. Pet June 7. June 27 at 1. Wood & Co, Raymond-buildings, Gray's-inn.
 Clark, Thos, Bedford-ct, New North-st, Red Lion-sq, not in any business. Pet June 8. July 3 at 11. Lewis, Gt James-st, Bedford-row.
 Havers, Chas Wm, Gt Portland-st, Shoe Manufacturer. Pet June 7. July 3 at 11. Searth, Welbeck-st, Cavendish-sq.
 Hutson, Richd, North Lopham, nr Diss, Norfolk, Farmer. Pet June 8. July 3 at 2. Nichols & Clark, Cook's-st, Lincoln's-inn.
 Nash, Thos, & Horace Nash, Welham-green, North Mimms, Hertford, Carpenters. Pet June 7. June 24 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
 Pratt, Richd, Prisoner for Debt, London. Pet June 5 (for pau). June 24 at 11.
 Quarmby, Eliz, Dean-st, Soho, out of business. Pet June 7. June 24 at 12. Long, Pittfield-st, Hoxton.
 Rackham, Geo, Saxmundham, Suffolk, Tailor. Pet June 8. July 3 at 11. Moseley & Co, Old Jewry-chambers.
 Rolfe, Thos Eaton, Northill, Bedford, Tailor. Pet June 8. June 27 at 2. Thomas & Co, Mincing-lane.
 Stevenson, Robt, Northampton, Wine Merchant. Pet June 3. June 26 at 11. Reed & Co, Gresham-st.
 Stuart, Alfred Wm, Belmont-st, Haverstock-hill, Tailor. Pet June 5. June 26 at 1. Godfrey, South-sq, Gray's-inn.
 Trelawny, Edgar, St Leonard's-pl, Bishop's-rd, Paddington, Gent. Pet June 6. June 24 at 11. Deane & Chubb, South-sq, Gray's-inn.
 White, Maria, Luton, Bedford, Straw Hat Manufacturer. Pet June 6. June 27 at 12. Hall, Coleman-st.
 Wiggs, March, Lambeth-rd, Bricklayer. Pet June 7. June 24 at 12. Reed, Guildhall-chambers.
 Willocks, Frns, Poyle, Middx, out of business. Pet June 8. June 24 at 12. Heathfield, Lincoln's-inn-fields.
 Williams, John, Gye-st, Vauxhall-gardens, Builder. Pet June 7. June 24 at 12. Haynes, Serle-st, Lincoln's-inn.

To Surrender in the Country.

Adams, John, East Stonehouse, Devon, Tailor. Pet June 6. Exeter, June 22 at 12.30. Edmonds & Sons, Plymouth.
 Allan, Hy Turnbull, Newcastle-upon-Tyne, Insurance Broker. Pet June 6. Newcastle-upon-Tyne, June 21 at 12. Dove, Newcastle-upon-Tyne.
 Allen, Rt, Bray, Berks, Beerseller. Pet June 6. Windsor, June 22 at 11. Spicer, Gt Marlow.
 Bandano, Joseph, Birm, Cigar Dealer. Pet May 16. Birm, June 21 at 12. James & Griffin, Birm.
 Broadhouse, Thos, Wednesbury, Stafford, Furniture Dealer. Pet May 23. Birm, June 21 at 12. Southall & Nelson, Birm.
 Cooke, John, Denton, Lancaster, Joiner and Builder. Pet June 4. Manch, June 27 at 11. Leigh, Manch.
 Common, Wm, High Buxton, Northumberland, Millwright. Pet June 8. Newcastle-upon-Tyne, June 21 at 12.30. Hoyle & Co, Newcastle-upon-Tyne.
 Coxon, Wm Townsend, Nottingham, Silk Broker. Pet June 7. Nottingham, June 26 at 11. Belk, Nottingham.
 Darke, John Rolfe, Chumleigh, Devon, Licensed Victualler. Pet May 17. Exeter, July 16 at 11. Fink, Exeter.
 Davies, Thos, Ketley-bank, Salop, Pitt Sinker. Pet June 7. Wellington, July 12 at 10. Taylor, Wellington.
 Drury, John, Little Wenlock, Salop, Farmer. Pet June 6. Madeley, July 10 at 12. Walker, Wellington.
 Evans, Griffith, Newport, Monmouth, Mechanical Engineer. Pet June 7. Bristol, June 21 at 11. Blakey, Newport.
 Ferris, Edwd Bassell, Exeter, Currier. Pet June 6. Exeter, June 24 at 11. Hooper, Exeter.
 Fisher, Geo, Newark-upon-Trent, Nottingham, Tailor. Pet June 7. Newark, June 21 at 10. Ashley, Newark-upon-Trent.
 Fryer, Jas, Bidford, nr Alcester, Warwick, Coal Dealer. Adj May 8. Alcester, June 24 at 4.
 Goodman, Saml, Redruth, Cornwall, Cabinet Maker. Pet May 16. Exeter, July 16 at 12. Terrell & Petherick, Exeter.
 Graham, Hy, Brampton, Derby, Joiner. Pet June 4. Chesterfield, June 25 at 11. Gee, Chesterfield.
 Green, Wm, Newquay, Cornwall, Tailor. Pet June 6. St Colomb Major, June 20 at 10. Nicholls, St Colomb Major.
 Harlow, Edwd, Minster, Kent, Market Gardener. Pet June 4. Ramsgate, June 22 at 11. Bowling, Ramsgate.
 Haste, John, Bridgwater, Somerset, Labourer. Pet June 7. Bridgwater, June 24 at 10. Veysey, Bridgwater.

Hunsley, Edwd, Newark-upon-Trent, Nottingham, Tailor. Pet June 5. Newark, June 21 at 10. Ashley, Newark-upon-Trent.
 Hunter, John Storey, Newcastle-upon-Tyne, Eating-house Keeper. Pet June 5. Newcastle-upon-Tyne, June 21 at 12. Bousfield, Newcastle-upon-Tyne.
 Jones, John, Warrington Farm, Salop. Pet June 6. Welshpool, June 24 at 11. Jones, Welshpool.
 Kenyon, Richd, Thos Wigley, & Wm Mort, Oldham, Lancashire Cotton Spinners. Pet May 23. Manch, July 1 at 11. Leigh, Manch.
 Lacey, Hy, Bradford, York, Wood Turner. Pet May 31. Leeds, June 20 at 11. Simpson, Leeds.
 Manuel, Alex Basilio, Manch, Merchant. Pet June 8. Manch, July 12 at 12. Atkinson & Co, Manch.
 Perkes, Thos, Lpool, Pork Butcher's Assistant. Pet May 27. Lpool, June 14 at 11. Henry, Lpool.
 Phillips, Wm Hy, Cardiff, Auctioneer. Pet June 7. Cardiff, June 27 at 11. Griffith, Cardiff.
 Pinoh, Philip, Exeter, out of business. Pet June 6. Axminster, June 24 at 11. Fryer, Exeter.
 Platon, Robt, Gt Grimsby, Fisherman. Pet June 4. Gt Grimsby, June 21 at 11. Chester, Hull.
 Raynes, Walter, Chase-town, Stafford, Blacksmith. Pet June 4. Lichfield, June 14 at 10. Wilson, Lichfield.
 Robertson, Geo, Chadderton, nr Oldham, Ironmonger's Assistant. Pet June 4. Manch, June 25 at 11. Ambler, Manch.
 Rose, Chas, Burnham, Essex, Shipbuilder. Pet June 6. Malden, June 27 at 10. Freeman, Malden.
 Smiley, Fredk, H.M.S. Hector, Portsmouth, Assistant Engineer. Pet June 6. Portsmouth, June 27 at 12. Consins, Portsmouth.
 Stoker, John, Hutton Wansley, nr Marston, York, Farmer. Pet June 24. Leeds, June 24 at 11. Dale, York.
 Tittensor, Geo, Hanley, Stafford, Hosier. Pet June 6. Hanley, July 13 at 11. Brown, Newcastle-under-Lyme.
 Todd, Thos, South Kelsey, Lincoln, Tailor. Pet June 6. Caistor, June 25 at 11.30. Rhodes, Market Rasen.
 Tolchard, Hy, Menheniot, Cornwall, Pork Merchant. Pet June 1. Exeter, June 21 at 1. Daw & Son, Exeter.
 Warr, Joseph, Sherborne, Dorset, Retailer of Beer. Pet June 6. York, June 21 at 12. Ellis, Sherborne.
 Westerman, Chas, Paddock, York, Net Maker. Pet May 20. Huddersfield, June 27 at 10. Sykes, Huddersfield.
 Weston, Ann, Lpool, Licensed Victualler. Pet June 7. Lpool, June 24 at 3. Nordon, Lpool.
 Whiteley, Thos, & John Whiteley, Stainland, nr Halifax, York, Paper Manufacturers. Pet March 7. Leeds, June 27 at 11. Wavell & Co, Halifax.

BANKRUPTCIES ANNULLED.

FRIDAY, June 7, 1867.

Smith, John Thos, Lillington-st, Picnic. June 4.
 Herderschee, Jacobus Gerhardus, Crispin-st, Spitalfields, Provision Merchant. June 4.
 Turrell, Chas Jas, St Paul's-rd, Camden-sq, Water Colour Painter. June 4.

TUESDAY, June 11, 1867.

Horsley, Wm, North Ings, Sheriff Hutton, York, Farmer. June 7.
 Wright, Elisah, Prisoner for Debt, Northampton. June 6.

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Every candidate is required to transmit his certificate of age to the Registrar (Burlington House, London, W.) at least fourteen days before the commencement of the examination.

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WILLIAM B. CARPENTER, M.D., Registrar.

May 31, 1867.

THE LONDON JOINT-STOCK BANK. 6th June, 1867.

NOTICE is hereby given, That the next Half-Yearly General Meeting of the Shareholders of this Company will be held in the Board Room of the Bank, in Princes-street, Mansion-house, on THURSDAY, the 18th day of JULY next, at 12 o'clock precisely, to receive the Report of the Directors and announcement of Dividend.

NOTICE is further given, That the Transfer Books of the Bank will be closed on SATURDAY, the 29th instant, and will remain so until MONDAY, the 15th day of JULY.

NOTICE is also given, That an Extraordinary General Meeting of shareholders will be held at the same time and place for the purpose of electing a Director in the room of George Talyer Talyer, Esq., deceased.

And NOTICE is further given, That any qualified Shareholder intending to become a Candidate for the office of Director must give notice in writing of such intention at this office at least thirty clear days previous to the said day of election.

By order of the Board,

(Signed) ALFRED SCRIVENER, Secretary.

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Upper Tooting.—Important Freehold Property for Sale, by order of the Trustees of the late Wm. Wright, Esq.

MESSRS. DEBENHAM, TEWSON & FARMER will SELL, at the Mart, near the Bank, on TUESDAY, JULY 2, at TWO, in Four Lots, an UNDIVIDED MOEITY in the following valuable FREEHOLD PROPERTIES, all situate near the Wheatsheaf, Upper Tooting—viz., Three Houses, with shops, facing the main road, respectively occupied by Messrs. Metcalf, Molyneux, and Goff; an enclosure of pasture land; a range of stabling and premises, and a large plot of freehold garden ground, with conservatory thereon, in Obligation-lane; and six cottages, Nos. 1 to 6, Obligation-row. The whole producing rents amounting to £103 per annum.

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MESSRS. DEBENHAM, TEWSON & FARMER will SELL, at the Mart, near the Bank, on TUESDAY, JUNE 18, at TWO, the desirable CORNER PREMISES, No. 29, Finsbury-place, and Nos. 9 and 10, Cross-street, adjoining, occupying a commanding position, near to Finsbury-square, and within a short distance of the Metropolitan and North London termini. The premises are let at very moderate rentals, amounting to £295 per annum, except a large workshop on the upper floor of No. 10, Cross-street, which is now vacant, and is estimated to be worth £25 a-year more, making a total of £420 per annum. The whole held from the city until Christmas next, at a rental of £100 per annum, and afterwards from the Ecclesiastical Commissioners for 21 years, at £130 per annum. One portion of the property is sublet on lease to tenants who pay all outgoings, and as the other rentals are capable of considerable increase, a profit rent of about £300 a-year may safely be anticipated.

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Camberwell.—Long Leasehold Houses, near Denmark-hill.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the Mart, near the Bank, on TUESDAY, JUNE 18th, at TWO, in One Lot, SEVEN recently-erected HOUSES, being Nos. 1 to 7, Fowler-street, Camberwell, substantially built, each containing three bed rooms, two parlours, with folding doors, kitchen, scullery, water-closets, with fourcourts enclosed by iron railings. Also large gardens in the rear, having good frontages to a road now in course of formation, and offering eligible sites for the erection of several residences of a similar character. Held for a long term at low ground rents, and producing £200 4s. per annum, from weekly tenants.

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MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the Mart, near the Bank, on THURSDAY, JUNE 20, at TWO, LEASEHOLD IMPROVED GROUND RENTS, amounting to £151 13s., arising out of, and most amply secured upon, the ten residences, Nos. 52, 53, 54, 55, 58, 59, 60, 61, 62, and 63, Clarence-gardens, Regent's-park; held for 66 years unexpired, direct from the Crown, at ground rents amounting to £50 12s. 6d.; leaving net improved rents of £101 0s. 6d. per annum.

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Messrs. WEST & KING, Solicitors, 3, Charlotte-row, Mansion-house; and of the Auctioneers, 80, Cheapside.

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MESSRS. DEBENHAM, TEWSON & FARMER will SELL, at the Mart, near the Bank, on THURSDAY, JUNE 20, at TWO, the THREE spacious SHOPS and PREMISES, Nos. 2, 3, and 4, Northumberland-place, Commercial-road East, let on lease expiring 1879, at rentals amounting to £100, and held for an unexpired term of 25 years at 49 2s. per annum. On the termination of the present underleases a much larger rental may be expected, as the tenants have greatly improved the properties.

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MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the Mart, near the Bank, on THURSDAY, JUNE 20, at TWO, in Four Lots, the FOUR RESIDENCES, Nos. 2, 3, and 4, Langton-terrace East, Myatt-road, Vassall-road, North Brixton, at Langton-terrace Lodge, adjoining; three lot, two at £24 each, and one at £25; the other unoccupied, but of the estimated annual value of £18. Held for about 90 years, at £4 a year each.

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Messrs. WEST & KING, Solicitors, 3, Charlotte-row, Mansion-house; and of the Auctioneers, 80, Cheapside.

Forest-gate, Essex.—Unreserved Sale, by order of the Mortgagee.—Desirable Family Residence, with stabling and garden, five minutes' walk from the station. For sale, with possession.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, without reserve, at the Mart, near the Bank, on THURSDAY, JUNE 20, at TWO, the comfortable FAMILY RESIDENCE, Elm-cottage, Upton-place, Stratford; comprising eight bed rooms, dressing room, bath room, lofty drawing room, dining, breakfast, and school rooms, and capital offices; two-stall stable, loose box, and chaise-house, with loft and room over; large walled pleasure gardens, viney, &c. The subsoil is gravel, the premises are well drained, and have gas and water laid on. Held by lease for 999 years from 1810.

Particulars of

W. T. RIEVE, Esq., Solicitor, 10, Tokenhouse-yard; and of the Auctioneers, 80, Cheapside.

Merton, Surrey.—A pretty Freehold, detached House and Garden, offering a capital investment.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the Mart, near the Bank, on THURSDAY, JUNE 20, at TWO, the FREEHOLD HOUSE, known as Mostyn Cottage, situate on the main Kingston-road, Merton, about 200 yards from the White Hart Hotel; containing four bed rooms, two sitting rooms, kitchen, scullery, and usual offices. Garden in rear about 160ft. deep, with large greenhouse. Let on lease for about ten years unexpired to Mr. McQueen (who has made a large outlay) at £30 a-year, but now worth considerably more.

Particulars of

Messrs. TIPPETTS & SONS, Solicitors, Sise-lane; and of the Auctioneers, 80, Cheapside.

Cheshunt, Herts.—Freehold Residence and about four acres of grounds, situate half a mile from the station, and a little more than a mile from that at Waltham.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, near the Bank, on THURSDAY, JULY 4, at TWO o'clock, the excellent old-fashioned FREEHOLD RESIDENCE, known as Woodlands, pleasantly situate on a dry, gravelly soil, facing the turnpike-road at Cheshunt. It comprises nine bed chambers, two nurseries, and a bath room, two well-proportioned drawing rooms, and a dining room opening by French casements to a terrace walk and verandah, library, laundry, and offices. Stabling for four horses, double coach-house, cow house, piggeries, and suitable premises, a most attractive lawn with large and handsome cedar and other trees and shrubs of fine growth, productive kitchen garden, vinery, conservatory, and a good grass orchard, in all about four acres, but having the appearance of a much greater extent, as the property immediately abuts on a large park. Possession will be given on completion of the purchase. Also, in a separate Lot, a neat Freehold House, and garden of about a quarter of an acre, near the above, now let to a yearly tenant at £32 per annum.

Particulars of
CHARLES SMITH, Esq., Solicitor, 13, Tokenhouse-yard;
and of the Auctioneers, 80, Cheapside.

Upper Norwood.—A beautiful Freehold Residence, occupying a truly magnificent site, of about 5½ acres, and commanding the fine south and west views for which this locality is so much admired; together with first-rate stabling, lodge entrance, &c.

MESSRS. DEBENHAM, TEWSON, & FARMER are instructed to SELL, at the MART, on THURSDAY, JULY 4th, at TWO (unless an acceptable offer be in the meantime made by private contract), the charming FREEHOLD PROPERTY, known as Beech Spa Villa, occupying one of the finest sites in Upper Norwood about a mile from Crystal Palace and Norwood Junction Stations. It consists of an Italian villa, having a pleasant architectural elevation, with prospect and campanile towers, and containing nine bed rooms, a dressing room, bath room fitted with services for hot and cold water, a good stone staircase, large entrance hall, with outer porch, a charming drawing room nearly 40ft. long, 17ft. 6in. wide, and about 15ft. high, opening through French windows to a conservatory 28ft. by 16ft., capital dining room, very comfortable library, kitchen, butler's pantry, and offices, all of which are on the ground floor, with good cellarage under; in an enclosed yard is a cool dairy, laundry, &c. The residence is well placed on a sloping bank, a handsome terrace with stone balcony and statuary surrounds it and leads to the pleasure grounds, which are most tastefully laid out and profusely planted with the choicest shrubs, including fine specimens of the Wellingtonia, the golden arbor vitae, cedars, and other choice shrubs and trees. There is an ornamental fish-pond and extensive walled kitchen garden, with standard and wall fruit trees of the best description, vegetable garden, greenhouse, and gardener's sheds. In the garden is a celebrated well of mineral water, known as the Beech Spa, and reputed to possess most valuable medicinal qualities. The first-class stabling is at a convenient distance from the house in an enclosed yard, and consists of two capital large loose boxes, two stalls, harness room, loft, and hay and corn rooms, adjoining are coach-houses, small farm buildings, an icehouse, poultry-house, &c. There are two productive grass paddocks, the whole comprising about 5½ acres. The residence is perfectly secluded, at a convenient distance from the high road, from which it is approached through banks of laurel, protected by a lodge entrance, having four good rooms. The Property will be sold with immediate possession.

Particulars of
Messrs. ROY & CARTWRIGHT, Solicitors, Lothbury; of
Messrs. C. & H. TAHOUDIN, Solicitors, 1, Victoria-street,
Westminster.
and of the Auctioneers, 80, Cheapside.

Bromley, Kent.—Charming Freehold Building Sites for gentlemen's Residences, immediately adjoining the Shortland's Station, between Benham and Bromley, in the midst of one of the most popular, picturesque, and healthy districts near the metropolis, for Sale, in lots, with a fully registered, indefeasible title.

MESSRS. DEBENHAM, TEWSON, & FARMER are instructed by the Executors under the will of the late W. A. Wilkinson, Esq., to SELL, at the MART, on TUESDAY, the 25th of JUNE, at TWO o'clock, in Lots of from half an acre to five acres each, the remaining portion of the SHORTLAND'S ESTATE, land-tax redeemed and title free, possessing a registered, indefeasible title, and affording most eligible sites for the erection of first-class houses and moderate-sized villas, the demand for which in the neighbourhood is so great and constantly increasing that any building operations judiciously carried out upon this property must become permanently lucrative.

Particulars of
Messrs. BURCHELL, Solicitors, 5, Broad Sanctuary, Westminster;
of Mr. JNO. WHITCHORD, Architect, 16, Walbrook; and of the Auctioneers, 80, Cheapside.

Egham, Surrey.—A first-class Investment in valuable Freehold Property, consisting of extensive manufacturing premises and upwards of three acres of land, occupying a commanding position in the parish of Egham, with a long frontage to the river Thames.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, on TUESDAY, JULY 23, at TWO, the valuable FREEHOLD PROPERTY known as the West Surrey Chemical Works, situate on Runnymede, in the parish of Egham, about equidistant between Egham and Staines Stations, the whole let to Mr. Spice, a highly responsible tenant, on lease for 21 years, at a net rent of £200 per annum, and affording a first-class investment for trustees and others.

Particulars of
Messrs. TAYLOR, HOARE, & TAYLOR, Solicitors, 28, Great James-street, Bedford-row;
and of the Auctioneers, No. 80, Cheapside.

Essex.—A valuable Freehold Residential Estate of 250 acres, situate 13 miles from London, and three from the Romford Station.

MESSRS. DEBENHAM, TEWSON, & FARMER are favoured with instructions to SELL, at the MART, on TUESDAY, JULY 16th, at TWO punctually (unless previously disposed of by private contract), the important FREEHOLD ESTATE, known as Bedford, in the pleasant and notably healthy village of Havering-atte-Bower, Essex; comprising a fine old family mansion, occupying a beautiful position on a hill, well sheltered from the north and east winds by a grove of trees, and commanding a fine panoramic view, extending from Highgate-hill on to the Crystal Palace, Kentish and Langdon hills, together with the richly-timbered park, and surrounding lands, in all about 250 acres; the whole lying within a complete ring fence, and to be sold with possession. The mansion-house has recently been altered and repaired at a large expense, is approached by two long carriage drives with lodge entrances, and has 10 bed chambers, two bath rooms, apartments for men-servants, four attics, hall and vestibule, large inner hall lighted by a dome, drawing room 33 ft. by 22 ft., ante drawing room, large dining room, library, mourning room, and complete domestic offices, with well fitted stabling, coach-house, and home farmyard adjacent; handsome conservatory, summerhouse, pinery, forcing pits, lawns surrounding grounds and gardens, terraces, and shady walks. This portion of the property, with about 95 acres adjacent, will form lot one. Lot 2 will include an ornamental cottage residence and premises, and 105 acres of park-like pasture. The remainder of the estate will be divided into four Lots of 15, 15, 10, and 4 acres respectively, all offering suitable sites for purchasers wishing to erect houses for their own occupation in a select and favourite neighbourhood. The parish church is within half-a-mile, and the Essex and South Essex hounds hunt the district.

Further particulars (shortly) of
Messrs. HELDER and KIRKBY, Solicitors, No. 10, Gray's-inn-square;
and of the Auctioneers, 80, Cheapside.

Derby and Notts.—A valuable Freehold Estate, known as The Coneries, formerly the property of the late John Jowett Glover, Esq., of the Potlocks, near Derby, comprising in all about 118 acres of extremely fertile land, situate about seven miles from Nottingham, and 10 from Derby, little more than a mile from Long Eaton station, and about two miles from Trent Junction station; possessing a good frontage to the navigable river Trent, and only about a mile and a-half from the intended New Trent College, which is likely to be opened at Christmas next.

MESSRS. DEBENHAM, TEWSON, & FARMER have received instructions from the Trustee, under the will of the late owner, to SELL, at the MART, near the Bank of England, on TUESDAY, JUNE 25, at TWO (unless an acceptable offer be made in the meantime), a truly valuable FREEHOLD and land-tax redeemed ESTATE, situate in the parishes of Long Eaton, in the county of Derby, and Toton, in the county of Nottingham. The property lies within a ring fence, the land has an extremely rich alluvial soil, the arable well calculated for the growth of any description of grain or for market garden purposes, and the pastures of the highest feeding quality. Situate about the centre of the estate is a substantial brick-built residence, with offices, and a well-arranged homestead. The extremely fertile character of the soil, and its frontage to the navigable river Trent, its proximity to the market towns of Nottingham and Derby, and the fact of several railway stations being within a mile or two of the estate, render it highly valuable for agricultural purposes. The land has been highly farmed by the owner for many years, is now in hand, and will be sold subject to possession at Michaelmas next.

May be viewed on application to the farm bailiff, of whom particulars may be had; also of

Messrs. SIMPSON, TAYLOR, & SIMPSON, Solicitors, Derby;
and of the Auctioneers, 80, Cheapside.

Kent.—An inexpensive, compact Freehold Estate of nearly 340 acres, including a large proportion of woodland, which will afford excellent shooting, in a healthy and agreeable district, about five miles from Maidstone, and less than three from Chatham Station.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, near the Bank, on TUESDAY, JUNE 25, at TWO, an attractive FREEHOLD ESTATE, situate in the parish of Chatham, lying within a ring fence, and known as Walderslade Farm; comprising a farmhouse and homestead and 340 acres of arable, pasture, and well-stocked thriving wood land. The property is adapted as a site for a moderate-sized residence. The land would afford amusement for an amateur farmer, and the woods insure excellent sport. Being within easy reach of London, the estate is well deserving the attention of men of business who require a large tract of land for a moderate price. Early possession may be had.

Particulars of
Messrs. REYROUX & PHILLIPS, Solicitors, 93, Cannon-street, E.C.;
and of the Auctioneers, 80, Cheapside.

Kensington.—Two excellent modern Residences, in Addison-road, for occupation or investment.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, near the Bank, on THURSDAY, JUNE 20, at TWO, the TWO capital FAMILY RESIDENCES, Nos. 79 and 80, Addison-road, Kensington, each house containing four principal and five secondary bed rooms, dressing room, three reception rooms, conservatory, and convenient offices. Possession of No. 79 on completion of the purchase. The other is let on lease at £150 per annum for the first seven years, and £165 per annum for the remainder of the term. Both held for 84 years unexpired, at £25 per annum each.

Particulars of
Messrs. DAWSON, BRYAN, & DAWSON, Solicitors, 33, Bedford-square, W.C.;
and of the Auctioneers, 80, Cheapside.

Forest-Hill.—Valuable Freehold Building Land, adjoining a gentleman's grounds, and offering charming sites for villa residences.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL at the MART, near the Bank, on THURSDAY, JULY 4, at TWO, in One Lot, valuable FREEHOLD BUILDING LAND, occupying a delightful position on the brow of the eminence on the favourite site, and within five minutes' walk of Forest-hill Station, and offering by far the choicest sites now available in this locality where the demand for residences is almost unlimited. There are two frontages, one of 120 feet and another of 100 feet, and an average depth from each frontage of about 200 feet.

Particulars of

C. WELLBORNE, Esq., 17, Duke-street, London-bridge; at the Darnmouth Arms Tavern, Forest-hill; and of the Auctioneers, 80, Cheapside.

Valuable Improved Ground-Rents, amounting to about £500 per annum, most amply secured by nine leases upon 118 houses and shops.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, near the Bank, on THURSDAY, JULY 4, at TWO, in Nine Lots, valuable improved LEASEHOLD GROUND-RENTS, amounting to £494 16s. 8d. per annum, most amply secured upon 118 houses and shops and a factory, situate respectively, in Birdage-wall, Quilter-street, Elwin-street, Durant-street, Wellington-row, Barnet-grove, and Wimbolt-street, near Shoreditch Church; held for terms of about 55 years unexpired from the Governors and Sisters of Jesus Hospital, Chipping Barnet, each house being liable only to the lessors for its own covenants, and subject only to a very trifling original rent of a few pence per annum.

Particulars, with plans and conditions of sale, of

MONTAGUE GOSSETT, Esq., 4, Coleman-street, E.C.; and of the Auctioneers, 80, Cheapside.

Farnham, Surrey.—About 10 acres of Freehold Land, occupying a pleasing position, and suitable for the erection of one or more houses.

MESSRS. DEBENHAM, TEWSON, & FARMER are instructed to SELL, at the MART, near the Bank of England, on TUESDAY, JULY 9, at TWO, about 10 acres of FREEHOLD LAND, having a considerable frontage to the road, near Waverley-hatch, within a short distance of the Farnham Station, and forming a part of the Lodge-hill Estate. The property is suitable for the erection of moderate sized houses, being on a dry soil, and in a neighbourhood celebrated for the purity of its atmosphere.

Particulars in future advertisements; and of the Auctioneers, 80, Cheapside.

Snarresbrook.—A convenient detached Residence, with large garden and stabling, near the railway station, for Sale, with possession.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, near the Bank, on TUESDAY, JULY 9th, at TWO, a convenient old-fashioned RESIDENCE, very pleasantly situate, at the junction of the Woodford and London roads, in Snarresbrook, and commanding a good view of the large lake adjoining Wanstead Orphan Asylum; the house contains eight bed rooms, store room, closet and water closet, entrance-hall with portico, dining and drawing rooms, with French windows opening to lawn, good kitchen and offices, and excellent wine, coal, and beer cellars. There is a conservatory, a two-stall stable, loose box, harness room, loft, coach-house, wood shed, brew-house, and in the rear a walled kitchen garden, well stocked with wall, espalier, and standard fruit trees; very pretty lawns and flower-gardens, screened from the road by a belt of firs and evergreens, in all upwards of an acre. The sub-soil is gravel, the premises are well drained, and gas is laid on. Held for 79 years, at a ground-rent of £35, estimated annual value £110. Possession on completion.

Particulars of

J. BILLING, Esq., Solicitor, Chapel-place, Poultry; and of the Auctioneers, 80, Cheapside.

Wimbledon.—Under an assignment for the benefit of creditors.—Three capital semi-detached Residences, within a short distance of the railway station. For occupation.

MESSRS. DEBENHAM, TEWSON, & FARMER are instructed by the Trustees to SELL at the MART, near the Bank, on THURSDAY, JUNE 27, at TWO, in Three Lots, the THREE excellent substantially built RESIDENCES, Nos. 11, 12, & 13, Thornton-road, Ridgway, Wimbledon, each house containing five bed rooms and dressing room, handsome drawing and dining rooms, kitchen, and complete domestic offices; garden, front and rear. Held for 90 years unexpired at ground rents of £7 8s. 9d. each. Annual value £66 each. For sale with possession. May be viewed.

Particulars of

ALBERT DIXON, Esq., Solicitor, 10, Bedford-row; and of the Auctioneers, 80, Cheapside.

MESSRS. DEBENHAM, TEWSON, & FARMER have been appointed to SELL by AUCTION, at the Auction Mart, Tokenhouse-yard, in the City of London, on TUESDAY, the 18th day of JUNE, 1867, at TWO o'clock in the afternoon, pursuant to the direction of the Right Hon. the Master of the Rolls, made in the master of the Companies Act, 1862, and of the Merchants' Company (Limited), the SUITE of OFFICES, on the ground floor of No. 25, Gresham-house, Old Broad-street, consisting of a large public office and three private rooms, having a total area of about 1,300 square feet; also a strong room, book cupboard, two lavatories, urinal, and water-closet on the basement. The whole lately occupied by the Merchants' Company (Limited), and held upon an agreement for a lease for 21 years from Midsummer, 1862, at a rental of £450 per annum, the landlord undertaking to pay all outgoings. Possession to be had on completion of the purchase.

Printed particulars and conditions of sale may be had of

Mr. G. A. COPE, the official liquidator, 8, Old Jewry; Mr. JOHN RAND BAILEY, of No. 8, Tokenhouse-yard, Solicitor to the official liquidator; and of Messrs. DEBENHAM, TEWSON, & FARMER, No. 80, Cheapside; and at the Mart.

New-cross.—Eligible Long Leasehold Investments in an improved Ground-rent of £25 10s. a year, and Four Houses, let at rentals amounting to £104 per annum.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, near the Bank of England, on THURSDAY, JUNE 27, at TWO, in Five Lots, FOUR six roomed DWELLING HOUSES, with gardens, Nos. 38, 40, 42, and 44, Alexandra-terrace, Hatcham-park-road, New-cross, within five minutes' walk of the London and Brighton Railway Station. Held for 76 years unexpired, at £1 4s. each, and producing £104 per annum. Also improved ground rents amounting to £25 10s., secured upon the above and other houses, for upwards of 90 years unexpired.

Particulars of

Messrs. C. R. RANDALL & SON, Solicitors, No. 14, Tokenhouse-yard; and of the Auctioneers, 80, Cheapside.

New-cross.—Capital long Leasehold, semi-detached Residence, three minutes' walk from Kent-road Station, on the South London Railway.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, near the Bank, on THURSDAY, JUNE 27th, at TWO the excellent FAMILY RESIDENCE, No. 67, St. James's-place, New-cross; comprising four good bed rooms and dressing room, drawing room 28 ft. 9 in by 14 ft., dining room, and library, and complete domestic offices; good garden in rear, well stocked with standard and wall fruit trees, and having exit to private road; small parlour in front, clothed with evergreens, and divided from road by dwarf wall with iron railing; held for 60 years, at a ground rent of 1s. per annum, and estimated to be worth £60 a year. For sale with possession.

May be viewed between the hours of 3 and 5, and particulars obtained of

Messrs. WEST and KING, Solicitors, 3, Charlotte-row, Manica-house; and of the Auctioneers, 80, Cheapside.

South Devon.—A Bijou Villa Residence, and two acres of very ornamental Grounds, most delightfully situate within three minutes' walk of Ivybridge Station on the South Devon Railway, and commanding the fine views for which this truly romantic neighbourhood is celebrated.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, near the Bank, on TUESDAY, JULY 2, at TWO o'clock (instead of JUNE 18th, as previously advertised), a charming little 12-roomed VILLA, standing upon a southern slope, in the midst of most picturesque grounds of about two acres, where are displayed rockeries and fountains, terraced walks, flowering shrubs, overshadowed by fine old oaks and other choice trees. The woodland drives and walks in the immediate neighbourhood, the superb views obtainable from the property, including the deep ravine with its bounding torrent, and the stupendous viaduct overstretching the whole, impart to this little place almost unequalled residential attractions. The property is held for a term of 999 years, at a low ground-rent.

Particulars of

Messrs. THOMPSON and DEBENHAM, Solicitors, Salters'-hall, St. Swithins'-lane; and of the Auctioneers, 80, Cheapside.

Re James Scott, deceased.—Sale, by order of the Administratrix—Walworth-road, Surrey.—Leasehold Profit Rental of £35 per annum, for 21 years, with reversion to an increased rental for a further term of years.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, Tokenhouse-yard, on THURSDAY, JULY 4, at TWO, the capital SHOP and DWELLING-HOUSE, with bakehouse, situate No. 269, Walworth-road, Surrey; held for 32 years unexpired, at £35 per annum, and underlet on a repairing lease to a highly respectable tenant at £60 per annum. May be viewed by card only, to be had of the auctioneers.

Particulars of

T. W. PAYNE, Esq., Solicitor, No. 49, Bedford-row; at the Mart; and of the Auctioneers, 80, Cheapside.

City of London.—Lease, with possession, of the valuable Business Premises, 50, King William-street.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the Mart, near the Bank, on THURSDAY, JUNE 27, at TWO, the LEASE of the commanding and extensive PREMISES, No. 50, King William-street, occupying a most important position, having a frontage of about 27 ft. 6 in., and comprising capital well-lighted ground-floor basement, and three upper floors. Held for about 20 years unexpired, at the low rental of £500 per annum.

Particulars of

T. G. BULLEN, Esq., Solicitors, 7 and 8, Barge-yard-chambers; and of the Auctioneers, 80, Cheapside.

Barnet, Herts.—Two Ornamental, semi-detached Freehold Residences, within a few minutes' walk of the station.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, near the Bank, on THURSDAY, JUNE 27th, at TWO, in Two Lots, TWO ornamental, brick built FREEHOLD DWELLING-HOUSES (sitte and land-tax free), known as Nos. 1 and 2, Palmerston-villas, Margaret-road, New Barnet, each containing four bed rooms, drawing room, with French window opening to balcony, two parlours communicating by folding doors, kitchen, &c., with gardens in front and rear. No. 1 is let to Mr. Hopkins, a yearly tenant, at £36 per annum, and possession may be had of No. 2.

May be viewed, and particulars obtained of

Messrs. SMITH, HERRING, and CROFT, Solicitors, 70a, Aldermanbury; and of the Auctioneers, 80, Cheapside, E.C.